

It is expected that a quorum of the Personnel Committee, Board of Public Works, Plan Commission and Administration Committee will be attending this meeting; although it is not expected that any official action of any of those bodies will be taken.

CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
July 16, 2007

7:00 PM

AGENDA

 [← Back](#)  [Print](#)

I. CALL TO ORDER

- A. Call to Order

II. PLEDGE OF ALLEGIANCE

- A. Pledge of Allegiance

III. ROLL CALL/EXCUSED ABSENCES

- A. Roll Call

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

- A. Common Council, 7/2/07

☐
[Attachments](#)

Minutes to receive:

- B. Administration Committee, 7/2/07

☐
[Attachments](#)

- C. Board of Public Works, 7/2/07

☐
[Attachments](#)

- D. Committee on Aging, 5/17/07

☐
[Attachments](#)

- E. Public Hearing, 7/2/07; St. Timothy's Special Use Permit

☐
[Attachments](#)

- F. Public Hearing, 7/2/07; Comments on proposed changes to Menasha ordinance 13-1-66

☐
[Attachments](#)

- G. Joint Review Board, 6/26/07; Winnebago County

☐
[Attachments](#)

- H. Redevelopment Authority, 6/27/07

☐
[Attachments](#)

Communications:

1. WI Dept. of Commerce to CDD Keil, 6/22/07; Status of Gilbert Mill grant request

☐
[Attachments](#)

2. AP Beckendorf, 7/12/07; WIS 47 & 441 and Cnty AP Road Construction ☐ [Attachments](#)
3. WisDOT, 7/10/07; CTH AP - Midway Rd. Reconstruction Project Update ☐ [Attachments](#)
4. CA/HRD Brandt to Lake Park Villas Homeowners Association, 7/9/07; Naming of Ponds ☐ [Attachments](#)
5. Comp. Stoffel, 7/10/07; Council meeting of July 16, 2007 ☐ [Attachments](#)
6. Legislative Committee Minutes, 6/15/07; Calumet County ☐ [Attachments](#)
7. Neenah Police Chief Appel to FC Vander Wyst, 7/3/07; July 1, 2007 Bicycle fatality ☐ [Attachments](#)
8. Lake Road, Menasha Residents to FC Vander Wyst, 6/29/07; Thank you ☐ [Attachments](#)
9. Family of Cecelia Stanke, 7/16/07; Thank you ☐ [Attachments](#)

V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

- A. Public Comments on any matter of concern to the city

VI. APPOINTMENTS

- A. None

VII. CLAIMS AGAINST THE CITY

- A. SCA Tax Claim ☐ [Attachments](#)

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

- A. None

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. Plan Commission:

1. None

B. Administration Committee:

1. Development Agreement between Gilbert Development Company, LLC and The City of Menasha. (Recommendation of RDA) ☐ [Attachments](#)
2. Development Agreement between PJC Group, LLC and the City of Menasha. (Recommendation of RDA) ☐ [Attachments](#)
3. Accounts payable and payroll for 7/5/07 - 7/12/07 in the amount of \$444,982.14 ☐ [Attachments](#)

C. Board of Public Works:

1. Recommendation to Award - Badger Highways, Inc.; Contract Unit No. 2007-01; Kaukauna Street/High Street, Street Rehabilitation - Pulverize/Resurface Asphalt Pavement; \$80,959.80. ☐ [Attachments](#)
2. Street Use Application - Street Corner Fill the Boot Fundraiser for MDA; Friday, August 31, 2007; 10:00 AM to 4:00 PM (Neenah Menasha Fire Rescue) ☐ [Attachments](#)

X. ORDINANCES AND RESOLUTIONS

- A. Substitute Amendment 1 to O-10-07 (Schedule Public Hearing for 8/6/07 at 6:45 p.m.)**
- B. O-12-07 - An Ordinance Relating to Signs**
- C. R-15-07 - Resolution Creating Tax Incremental District #11 in the City of Menasha, WI**

☐ [Attachments](#)

☐ [Attachments](#)

☐ [Attachments](#)

XI. COUNCIL DIRECTIVES

- A. CA/HRD Brandt - Steps of walkway behind 175 Main St. (Ald. Taylor)**
- B. CA/HRD Brandt - Update on Lake Park Villas (Ald. Pack)**
- C. CDD Keil - Badger Ice Cream sign issue (Ald. Hendricks)**

XII. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

- A. Public comments on matters pertaining to the agenda**

XIII. ADJOURNMENT

- A. Adjournment**

MEETING NOTICE - August 6, 2007

Common Council - 7:00 pm.

Administration Committee - 6:00 p.m

Board of Public Works - 6:30 p.m

Menasha is committed to its diverse population. Our Non-English speaking population or those with disabilities are invited to contact the Clerk's Office *at 967-3600 at least 24-hours in advance of the meeting so special accommodations can be made.*

CITY OF MENASHA
Common Council
Council Chambers, 3rd Floor- 140 Main St., Menasha
July 2, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. [Call to Order](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Mayor Laux at 7:55 p.m.			

II. PLEDGE OF ALLEGIANCE

A. [Pledge of Allegiance](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Merkes requested a moment of silence for Robert Melzer, who died as the result of a car-bike accident.			

III. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Eckstein, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks,			
	EXCUSED: Ald. Michalkiewicz			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel, AP Beckendorf, Clerk Galeazzi and the Press. EXCUSED: PHD Nett, CDD Keil, PRD Tungate			

IV. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Common Council, 6-18-07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Common Council Minutes, 6/18/06	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on voice vote.			

Minutes to receive:**B. [Administration Committee, 6-18-07](#)****Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Minutes to Receive B-H and Communications 1-6.	Alderman Wisneski	Alderman Pack	Passed
	Discussion: Ald. Wisneski - Comm. #5-Regional wayfinding signage project. Motion carried on voice vote.			

C. [Board of Public Works, 6-18-07](#)**D. [Public Hearing, 6/18/07](#)****E. [Board of Health, 5-16-07](#)****F. [IT Steering Committee, 5/16/07, 5/29/07](#)****G. [Plan Commission, 6/27/07](#)****H. [Parks and Recreation Board, 5/14/07](#)****Communications:**

1. [Sec. 7-2 - Fermented Malt Beverages and Intoxicating Liquor](#)
2. [Charlotte Reimer \(952 Fourth St.\), 6/23/07; Proposed dog in parks ordinance](#)
3. [Menasha Action Council, 6/28/07; Support for additional parking at corner of Racine St. and Broad St.](#)
4. [FC Vander Wyst, 6/13/07; Auto Pulse Clinical Trials](#)
5. [Fox Cities Visitors Bureau, 6/11/07; Regional wayfinding signange project](#)
6. [Menasha Utilities, 7/07; The Wire Newsletter](#)

V. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

A. [Public Comments on any matter of concern to the city](#)**Motions**

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A. Stan Sevenich, 645 9th St. Make sure to do Midway Road sidewalks right the first time.			
	B. Tony Weinandt, 829 Ida St. 1) Establish loans and grants to assist residents to clean up their property; 2) Business should provide own funding for projects.			

VI. APPOINTMENTS**A. [Mayor's Appointment to the Heckrodt Wetland Reserve Board:](#)**

1. [Sheila Brucks, 238 Butte des Morts Dr., for the term of July 2007 to April 2008](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Approve	Appointment of Sheila Brucks	Alderman Pack	Alderman Merkes	Passed
Motion carried on voice vote.				

B. [Mayor's Appointment to the Library Board:](#)

[1. Jill Enos, 732 Nicolet Blvd, for the term of July 1, 2007 to July 1, 2010](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Appointment of Jill Enos	Alderman Merkes	Alderman Wisneski	Passed
Motion carried on voice vote.				

C. [Mayor's Appointment to the Valley Transit Board \(Menasha Representative\)](#)

[1. Roger Kanitz, 516 Riverway, for the term of July 2007 to July 2010](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Appointment of Roger Kanitz	Alderman Merkes	Alderman Taylor	Passed
Motion carried on voice vote.				

VII. CLAIMS AGAINST THE CITY

A. [None](#)

VIII. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. [Jim Hellen: Independent Inspections LTD - Inspection Procedures](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Jim Hellen, Operations Manager of Independent Inspections LTD and Dennis Jansen, employee of IIL, Building Inspector for the City, discussed inspection procedures, from start to finish on construction projects. They explained the certifications and licenses required by the State for building inspectors. They also discussed the Uniform Dwelling Code (UDC) set by the State.			

IX. REPORT OF COMMITTEES/BOARDS/COMMISSIONS

A. [Plan Commission:](#)

1. [6/12/07, Recommends approval of the special use permit for St. Timothy's Lutheran Church](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Special Use Permit for St. Timothy's Lutheran Church	Alderman Merkes	Alderman Taylor	Passed
Motion carried on voice vote.				

2. [6/27/07; Recommends approval of the amendment to sign ordinance to allow sidewalk signs in the C-1 Commercial District](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to hold for 2 weeks	Alderman Merkes	Alderman Hendricks	Held

3. [6/27/07; Recommends approval of a utility easement on Natures Way](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Utility Easement on Natures Way.	Alderman Merkes	Alderman Pack	Passed
	Motion carried on voice vote.			

B. Administration Committee:

1. [City of Menasha Electronic Communications & Information Technology Policy \(Recommendation of IT Steering Committee\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Electronic Communications and Information Technology Policy.	Alderman Wisneski	Alderman Chase	Passed
	Motion carried on roll call 7-0.			

2. [Accounts payable and payroll for 6/21/07 - 6/28/07 in the amount of \\$767,089.26](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Accounts payable and payroll for 6/20/07 - 6/28/07.	Alderman Wisneski	Alderman Chase	Passed
	Motion carried on roll call 7-0.			

C. Board of Public Works:

1. [Street Use Application - 14th annual St. Joe 5K Run/Walk for St. Joseph Food Pantry; Saturday, November 3, 2007; 8:45 AM to 10:00 AM \(Pacesetter's of the Fox Cities\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Street Use Application	Alderman Pack	Alderman Taylor	Passed
	Motion carried on roll call 7-0.			

2. [Street Use Application - 37th Otto Grunski Family Festival; Saturday, July 28, 2007; 7:00 AM - 12:00 AM; Community Forward, Inc.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to waive the requirements of Section 7-1-8 (e) 5, 6	Alderman Wisneski	Alderman Merkes	Passed
	Motion carried on roll call 7-0.			
Approve	Street Use Application	Alderman Wisneski	Alderman Merkes	Passed
	Motion carried on roll call 5-0. Ald. Pack, Taylor - abstain.			

3. [Consideration of concerns of Briarwood Cottage residents regarding proposed asphalt walk/trail on Midway Road \(Ald. Wisneski\) \(Held 6/18/07\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to table	Alderman Wisneski	Alderman Chase	Passed
	Motion carried on roll call 5-2. Ald. Taylor, Wisneski, Pack, Hendricks, Chase - yes. Ald. Merkes, Eckstein - no.			

4. [Concerns regarding drainageways at 2160 Manitowoc Road and 2140 Grassy Plains Drive](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to install grates at 2160 Manitowoc Road	Alderman Pack	Alderman Merkes	Passed
	Motion carried on roll call 7-0.			
	2140 Grassy Plains acted on in Board of Public Works - appear on July 16 agenda.			

5. [Request for stop sign on Keyes Street at Willow Lane \(Ald. Merkes\) \(Held 6/18/07\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Acted on Board of Public Works - conduct a speed study.			

X. ORDINANCES AND RESOLUTIONS

A. [Substitute Amendment 1 to O-12-07 - An Ordinance Relating to Signs](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Acted on, Item IX. A2 - held for 2 weeks.			

B. [R-13-07 - A Resolution pertaining to payment of the interest for the Steam Utility](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	R-13-07	Alderman Pack	Alderman Chase	Passed
	Motion carried on roll call 7-0.			

C. [R-14-07 - A Resolution acknowledging review of City of Menasha 2006 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR 208](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Adopt	R-14-07	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on roll call 7-0.			

XI. HELD OVER BUSINESS

A. [Motion to direct DPW Radtke to remove three angle parking stalls on Broad Street, west of the east exit driveway of the Broad Street Parking Lot \(Recommendation by Parking Committee\)](#)

Motions

Motion	Seconded	Motion
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Type	Motion Text	Made By	By	Result
Move	to direct DPW Radtke to remove three angle parking stalls	Alderman Wisneski	Alderman Taylor	Passed
	Motion carried on roll call 4-3. Ald. Taylor, Wisneski, Pack, Chase - yes. Ald. Merkes, Hendricks, Eckstein - no.			

XII. COUNCIL DIRECTIVES

A. [CA/HRD Brandt - Steps of walkway behind 175 Main St. \(Ald. Taylor\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Bruce Stenz, CVMIC Loss Control Specialist, reviewed the steps leading to the elevated walkway. His report revealed the stairwell is structurally sound and overall appearance indicated the installation was done with quality workmanship. The design is not a serious public safety hazard and the opening grate design of the steps does not allow snow to accumulate, ice to form and prevents water puddles from forming. This is a more slip resistant surface. His report also indicated a potential public safety issued with the emergency exit/fire escape. CA/HRD Brandt will be checking with the building inspectors on this issue and report back.			

B. [CA/HRD Brandt - Explanation on elected officials accepting gifts not offered to the public \(Ald. Merkes\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Elected officials should not accept any gift where a person would be expecting them to vote a certain way. Attorney General's opinion is if the elected official attends a social gathering where they are offered something for free, the elected official should find out what the dollar value is and reimburse the host for the cost of the items received.			

C. [Clerk Galeazzi - Policy on additional items sent to Aldermen with their Council packet \(Ald. Merkes\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Aldermen have a mailbox in the clerk's office for miscellaneous items that are mailed or dropped off at City Hall addressed to an individual alderman. When Council packets are assembled, any items in the aldermen's mailbox are included in the envelope with the agenda items, but are kept separate.			

D. [CDD Keil - Badger Ice Cream sign issue \(Ald. Hendricks\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	AP Beckendorf reported for CDD Keil: Sign Works has been contracted to move the main sign and remove the smaller sign. They anticipate the work to be done by the end of the week.			

E. [PRD Tungate - Landscaping lights at City Square \(Ald. Taylor\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result

Memo from PRD Tungate: Beck Electric continues to search for a more durable light fixture to replace the broken or missing fixtures at Curtis Reed Square. Three more lights were repaired the week of June 18. Mr. Beck stated he felt new fixtures could be obtained and installed within the next three weeks.

NEXT AGENDA: Ald. Hendricks - Badger Ice Cream sign issue. Ald. Taylor - Steps of walkway behind 175 Main Street Ald. Pack – Update on Lake Park Villas.

XIII. CITIZEN REPRISE (People from the gallery to be heard; only pertaining to matters on the agenda - five (5) minute time limit for each person)

A. [Public comments on matters pertaining to the agenda](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	A. Tony Weinandt, 829 Ida Street. R-13-07, Questioned what was approve.			

XIV. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 9:00 p.m.	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi, City Clerk.			

CITY OF MENASHA
Administration Committee
140 Main Street, 3rd Floor Council Chambers
July 2, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. [Call to Order](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Wisneski at 5:00 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. [Roll Call](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Eckstein, Chase, Merkes, Taylor (6:30p.m.), Wisneski, Pack, Hendricks.			
	EXCUSED: Ald. Michalkiewicz			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel, AP Beckendorf, Doug Young, Carol Wirth, Clerk Galeazzi and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Administration Committee, 6/18/07](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Administration Committee Minutes, 6/18/07	Alderman Pack	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. [R-13-07 - A Resolution Pertaining to Payment of the Interest for the Steam Utility \(Presentation by Carol Wirth-RBC Capital Markets\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Doug Young reported the Utilities Commission recommended approval of this			

	resolution at their last meeting.
	Carol Wirth, RBC Capital Markets, reported on the interim financing for the Steam Utility. She gave a brief background on the Steam Utility project and the financing. This resolution is to transfer dollars from the Steam Utility Reserve Fund to the Special Redemption Fund to make the interest payment of \$871,305 that is due as of 9/1/07 on the 2005 Revenue Bond Anticipation Notes, 2006 Revenue Bond Anticipation Notes and 2006 Note Anticipation Notes.
	Ms. Wirth answered questions from the Council.

B. [Update on Steam Utility Project and Water Treatment Plant. \(Discussion Only\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Doug Young reported on Steam Utility Project: There was a boiler leak, so it had to be taken off-line for a short time to be fixed. It is now back on-line. They continue to take deliveries and to mix the old coal with the new coal. The new coal has a higher BTU, and there are no problems with the mixing of the coal. The consultant is working on a recommendation regarding the noise issue. Hope to have a solution soon. The workout plan from Sargent & Lundy is expected by the end of the week. Dresser Rand has made repairs to the damaged rotor on the #5 turbine generator and should be back on-line by next week.			
	Water Treatment Facility: The last major piece of equipment received, the ultra-violet lamps, is being installed. Finishing work is being done; painting of the interior walls and electrical controls are being wired. The installation of the underground piping under Broad Street will cease for the July 4 holiday, but will continue up after. The intake circulation project has concrete basin installed and some pipe completed.			

C. [City of Menasha Electronic Communications & Information Technology Policy \(Recommendation of IT Steering Committee\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CA/HRD Brandt explained the changes have been made to the original policy. This will affect all City of Menasha employees. The Library Board will need to approve this policy for the Library employees to be included with this policy. Employees have a limited use of computers for personal use. Dept. Heads and Supervisors monitor personal use of the computers by employees.			

D. [Substitute Amendment 1 to O-12-07 - An Ordinance Relating to Signs.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	AP Beckendorf explained the Plan Commission, at the request of some businesses, recommended a change to the sidewalk sign ordinance. In making the changes, it was discovered the C-2 zoned areas were eliminated from the ordinance. This new Substitute Amendment would include C-1 and C-2 zoned areas. She explained the type of sign this would apply to.			
	Discussion ensued on requiring a yearly permit and implementing requirement; enforcement of the ordinance; other amendments to the ordinance.			

E. [Accounts payable and payroll for 6/21/07-6/28/07 in the amount of \\$767,089.26.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Ald. Wisneski explained the numbers should be reversed on the report; The Accounts Payable amount should be \$602,885.01 and Payroll should be \$164,204.25. Also, the dates should be 6/20/07 – 6/28/07
	Ck. #12997–Bomski Construction-\$6,325.00 – LRP Program-Housing Rehab Program/CDD. Ck. #13018-Martenson & Eisele-\$2,361.25 – Storm Water Utility-Storm Water Management Plan. Ck. #13043-Reinders-\$577.00 – Repair end of Mill Street for Memorial Day Ceremony/Parks Dept. Ck. #13085-Elan Cardmember Service – Misc. charges to area restaurants by Dept. Heads (as per Personnel Policy). Ck. #13099-Landlord Services-\$32.00 – Background checks on candidates/PD. Ck. #13107-Menasha Electric – Reimbursable Accident Repairs for same accident, traffic light & street light.

V. ADJOURNMENT

A. [Adjournment](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 6:45p.m.	Alderman Taylor	Alderman Pack	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi, City Clerk			

CITY OF MENASHA
Board of Public Works
Third Floor Council Chambers, 140 Main Street, Menasha
July 2, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Meeting called to order by Chairman Pack at 6:45 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	PRESENT: Ald. Eckstein, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks.			
	EXCUSED: Ald. Michalkiewicz			
	ALSO PRESENT: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel, AP Beckendorf, Clerk Galeazzi and the Press.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

A. [June 18, 2007](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Board of Public Works Minutes, 6/18/07	Alderman Wisneski	Alderman Eckstein	Passed
	Motion carried on voice vote.			

IV. DISCUSSION

A. [Street Use Application - 14th Annual St. Joe 5K Run/Walk for St. Joseph Food Pantry; Saturday, November 3, 2007; 8:45 AM to 10:00 AM \(Pacesetter's of the Fox Cities\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No Questions or Discussion.			

B. [Street Use Application - 37th Otto Grunski Family Festival; Saturday, July 28, 2007; 7:00 AM - 12:00 AM; Community Forward, Inc.](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke reported for PRD Tungate if there will be music at this event, the music must end by 10:30p.m. as per Park Board requirements. Also, the City Code only allows for street closure of up to six hours, the Council would need to make an exception to allow for closure beyond six hours. CA/HRD Brandt explained the Council did make an exception to extend street closure beyond the six hours for this event in the past.			
	6:50p.m. - Recessed for Public Hearing 6:51p.m. – Reconvened			
	Ald. Taylor (chairman of event), explained this year's event would be a run/walk in the morning, basketball tournament throughout the day, children's events and entertainment. This event is sponsored by Community Forward, Inc.			
	6:55p.m. - Recessed for Public Hearing 6:56p.m. – Reconvened			
	Discussion ensued on a letter received from Nauts Landing opposing the street closure beyond the six hours. Also discussed, if the event could be held in a different location.			

C. [Consideration of Concerns of Briarwood Cottage Residents Regarding Proposed Asphalt Walk/Trail on Midway Road \(Ald. Wisneski\) \(Held 6/18/07\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Wisneski asked about possibility of installing 4' concrete walk instead of 5' walk. DPW Radtke explained a 4' concrete sidewalk would cost less than the standard 5' concrete sidewalk, but he feels 4' walk is not adequate. Past policy is to assess the property owners the cost of a concrete sidewalk, but haven't assessed for an asphalt trail. However, the item for an 8' asphalt trail in this area was cut from the 2007 budget. He recommends waiting until next year's budget for this item as a pedestrian trail/sidewalk should be installed on both sides of Midway Road.			
	Discussion ensued on the lifecycles of asphalt trail and concrete sidewalk.			

D. [Concerns Regarding Drainageways at 2160 Manitowoc Road and 2140 Grassy Plains Drive](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained he requested 2160 Manitowoc Road to be addressed as there was no final decision made at the last meeting on this item. He has talked to the owner of 2160 Manitowoc Road and they are satisfied with installing safety grates. 2140 Grassy Plains is a new item. The properties on Grassy Plains and Manitowoc Road would benefit with enclosing the sewer drainage. They could assess property owners for the work done. No funds have been budgeted for this type of project.			
	Discussion ensued to put this item back on the next agenda.			

E. [Request for Stop Sign on Keyes Street at Willow Lane \(Ald. Merkes\) \(Held 6/18/07\)](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Ald. Merkes explained residents in this area are concerned with speeding on Keyes Street. A speed study would help to determine if a stop sign is warranted.			

Move	to direct Engineering Dept. to do speed study	Alderman Merkes	Alderman Taylor	Passed
	Motion carried on voice vote.			

F. [Resolution R-14-07 Acknowledging Review of City of Menasha 2006 Compliance Maintenance Annual Report Under Wisconsin Administrative Code NR208](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	DPW Radtke explained this resolution represents the City's compliance with the DNR for the wastewater collection system. As the City graded an "A" on Compliance Maintenance Annual Report, no recommendations or corrective actions are necessary at this time.			

V. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	to adjourn at 7:48p.m.	Alderman Taylor	Alderman Wisneski	Passed
	Motion carried on voice vote.			
	Respectfully submitted by Deborah A. Galeazzi, City Clerk			

CITY OF MENASHA
Committee on Aging
Menasha Senior Center
May 17, 2007

MINUTES

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CTO: 8:17am			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Sue Steffen, Lee Murphy, Sue Nett, Sylvia Bull, Bob Jankowski, Joyce Klundt Excused: Mary Lueke, Roy Rogers, Jean Wollerman			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [April 2007 minutes](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Motion to approve April ,12, 2007 minutes	PHD Nett	Lee Murphy	Passed

IV. REPORT OF DEPARTMENT HEADS/STAFF/CONSULTANTS

A. [Commission on Aging](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The program was the Menasha's 60+ Health Program. Sue Nett and Val Davis gave the presentation. There will not be an open meeting in May – the Commission on Aging budget appropriations meeting will be held at that time.			

B. [Financial Report](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	The "bottom line" figure does not reflect employee benefits, housekeeping supplies and postage figures.			

C. [Senior Center Supervisor](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	S. Bull told the members that the Spring Banquet went well. She did not attend because of illness, but Barb Taylor managed the event. We received many good comments on the food and everyone seemed to enjoy the event. L. Murphy complimented Barb on doing an excellent job.			
	The brat fry fundraiser on May 11 and 12 was very successful and went very well. Hats off to all the volunteers who helped. Two comfortable, armed chairs will be purchased for seniors for blood pressure check and the VNA foot care clinic in the TV room. These chairs can also be used by seniors who watch TV. S. Bull said that she and Barb were considering doing a brat fry from the senior center in June – one that would cater to downtown folk and carry out as well as day participants. Committee members thought it a good idea and brought up a few points for staff to consider. Staff will assess – if not June maybe early October.			
	The exercise class offered by the Menasha Health Dept 60+ program appears to have attracted a nice following. Seniors have indicated that they enjoy the 'soft' exercises and find them helpful. Val Davis facilitates the classes and will continue them at least twice a month (Wednesday mornings).			
	MSC and Health Dept. staff are planning the 3-year Volunteer Recognition celebration which is scheduled for June 5 from 2-4pm.			
	June party is scheduled for Tues., June 12 from 4:30-6:30pm. S. Bull reminded members that the parties in June, July and August are held in the evenings.			

V. DISCUSSION

A. [Center Needs](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	S. Bull said that the center could use a portable sign. The current sign is large (9'L x 43" W) and is difficult to attach to either a table or other unit (e.g., brat fry hut) when promoting the center or fundraising. A sign approximately 3'L x 18" would be more appropriate. S. Nett said she believed the sign could be produced internally by the City of Menasha. She would check with the appropriate department. S. Bull also suggested that the committee begin thinking about new chairs for the center. She and Barb have received numerous comments off and on throughout the last few years that the current chairs are very uncomfortable if used for more than a couple of hours. Members asked Sylvia to get information on various types of chairs for consideration and suggested that MSC could start with new chairs in the two smaller rooms only.			

B. [Christmas Banquet](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	S. Bull said J. Wollerman asked whether the N-M YMCA and MSC could do a Christmas Banquet together this year. Sylvia like the idea and committee members had no objection. The only concern would be if Germania Hall could handle the			

	possible larger crowd.
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VI. HELD OVER BUSINESS

A. [None](#)

VII. ADJOURNMENT

A. [-](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Move	To adjourn	Robert Jankowski	Lee Murphy	Passed
	At 9:08am			

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
July 2, 2007
MINUTES

- I. Public Hearing called to order by Mayor Laux at 6:55 p.m.
Present: Ald. Eckstein, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks,
Excused: Ald. Michalkiewicz
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel,
AP Beckendorf, Clerk Galeazzi and the Press.

Special Use Permit of St. Timothy's Lutheran Church (473 7th St)

People Speaking: No one

People Signing: No one

- II. Mayor Laux called the hearing to a close at 6:56 p.m.

Deborah A. Galeazzi
City Clerk

CITY OF MENASHA
PUBLIC HEARING
Council Chambers, 3rd Floor
140 Main Street, Menasha
July 2, 2007
MINUTES

- I. Public Hearing called to order by Mayor Laux at 6:50 p.m.
Present: Ald. Eckstein, Chase, Merkes, Taylor, Wisneski, Pack, Hendricks,
Excused: Ald. Michalkiewicz
Also Present: Mayor Laux, CA/HRD Brandt, PC Stanke, DPW Radtke, C/T Stoffel,
AP Beckendorf, Clerk Galeazzi.

Comments on the proposed changes to Menasha Ordinance 13-1-66 (permitting the use of sidewalk signs in the C-1 General Commercial District)

People Speaking: No one.

People Signing: No one.

- II. Mayor Laux called the hearing to a close at 6:51p.m.

Deborah A. Galeazzi
City Clerk

CITY OF MENASHA
Joint Review Board - Winnebago County
Conference Room, 1st Floor City Hall - 140 Main Street, Menasha
 June 26, 2007

MINUTES

DRAFT

 + Back  Print

I. CALL TO ORDER

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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The meeting was called to order at 2:50 PM by Chairman Stan Martenson.

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Members Present: Stan Martenson, Joe Hotynski, Mark Van Der Zee, Wally Bergstrom, Faith Schiedermayer

Others Present: Greg Keil and Mike King

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. Minutes of the June 6, 2006 Meeting

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Motion to approve the minutes of the June 6, 2006 meeting.	Joe Hotynski	D. Wally Bergstrom	Passed
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The motion carried.

IV. DISCUSSION

A. Review of Tax Increment District #11 Project Plan and Boundary

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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Greg Keil presented an overview of the TID 11 Project Plan and the companion development agreements.

Board members discussed the following items: the valuation of the project, the

DRAFT

schedule of proposed improvements and the related increase in TIF increment, the anticipated need for additional TIF resources to support future expenditures for infrastructure, greenspace improvements and development assistance, the site development plan in relationship to the possible development of a whitewater park, the continued utilization of TIF by the City of Menasha, the life of TIF districts and the implication for other taxing entities and related matters.

Greg Keil discussed the status of the proposed brownfields grant, and described the expected grant writing efforts to support the greenspace/shoreline improvements, other site amenities and potentially a whitewater park.

Board members requested that staff prepare a summary of TIF utilization in the City of Menasha and the status of existing TIF districts.

B. Schedule Next Joint Review Board Meeting

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	The next Joint Review Board meeting was tentatively scheduled for July 24, 2007 at 2:45 PM.			
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V. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
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	Motion to adjourn the meeting at 3:30 PM.	D. Wally Bergstrom	Joe Hotynski	Passed
	The motion carried.			

CITY OF MENASHA
Redevelopment Authority
Council Chambers, 3rd Floor City Hall - 140 Main Street, Menasha
June 27, 2007

MINUTES DRAFT

☐ [Back](#) ☐ [Print](#)

I. CALL TO ORDER

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Chairman Vanderhyden called the meeting to order at 6:30 p.m.			

II. ROLL CALL/EXCUSED ABSENCES

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	REDEVELOPMENT AUTHORITY MEMBERS PRESENT: Commissioners Vanderhyden, Skalmoski, Lueneburg, Stevens, Henseler, Kennedy and Alderman Wisneski.			
	OTHERS PRESENT: CDD Keil, Mayor Laux, Tom Chalcoff, Randy Stadtmueller, Ald. Merkes and Comptroller Stoffel.			

III. MINUTES TO APPROVE-MINUTES & COMMUNICATIONS TO RECEIVE

Minutes to approve:

A. [Minutes of the March 14, 2007 Redevelopment Authority Meeting](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Minutes of the March 14, 2007 Redevelopment Authority meeting.	Comm Kennedy	Alderman Wisneski	Passed

IV. PUBLIC COMMENTS ON ANY MATTER OF CONCERN TO THE CITY

Five (5) minute time limit for each person

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	No one from the gallery spoke.			

V. DISCUSSION

A. [Tax Increment District #11 Project Plan](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	CDD Keil reviewed the TID #11 Project Plan. The anticipated projects include the renovation of the existing warehouse, the construction of a new 14,000 +/- square foot office building, the build-out of the lower level of the existing office building, and the demolition and site restoration of the balance of the site. Other projected improvements include shoreline naturalization and installation of public recreational amenities, the future installation of infrastructure, and the possible development of a whitewater park. Other sources of funds are to be sought to finance these improvements. The financing of the initial projects is to be through developer equity and private financing. Under the proposed development agreements, the city will repay the developer out of TIF increment specified development/redevelopment costs up to the total amount specified in the			
	Commissioner's discussion included the following: • The need for and appropriateness of using public funds to support the project • The boundary of the TIF district and why certain adjoining properties were included or excluded • Possibilities for future expansion of the district • The scheduled improvements as compared to the increases in property value contemplated by the TIF plan.			

VI. ACTION ITEMS

A. [Gilbert Site Redevelopment Agreement - Gilbert Development Company, LLC and PJC Group, LLC](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
	Randy Stadtmueller provided an overview of the proposed projects and the structure of the development agreements. Mayor Laux described the process for allocating TIF increment under a developer-financed TIF.			
	Commissioner's discussion included the following: • the need for more office space relative to the amount of space already available at other locations • the long-term relationship of the warehouse restoration relative to the overall redevelopment of the site • the desirability of having the developer make regular progress reports to the Common Council • the relatively small size of the new office project as compared to the overall redevelopment requirements of the site in total • the schedule for demolition and new construction • the prospects for obtaining brownfield grants or other grant funds to support restoration or recreational amenities.			
Approve	Development Agreement with Gilbert Development Company, LLC	Comm Lueneburg	Comm Skalmoski	Passed
	Motion carried on roll call 4-2. Comm. Skalmoski, Lueneburg, Wisneski, Stevens - yes. Comm. Henseler, Vanderhyden - no. Comm. Kennedy - abstain.			

B. [Development Agreement - PJC Group, LLC](#)

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	Development Agreement with PJC Group, LLC	Comm Lueneburg	Comm Skalmoski	Passed
	Motion carried on roll call 4-2. Comm. Skalmoski, Lueneburg, Wisneski, Stevens - yes. Comm. Henseler, Vanderhyden - no. Comm. Kennedy - abstain.			

VII. ADJOURNMENT

A. -

Motions

Motion Type	Motion Text	Made By	Seconded By	Motion Result
Approve	To adjourn at 8:03 p.m.	Comm Kennedy	Comm Stevens	Passed
	Submitted by Greg Keil, Community Development Director.			



Mayor FYI

P. O. Box 7970
Madison, Wisconsin 53707
(608) 266-1018
TDD #: (608) 264-8777

Jim Doyle, Governor
Mary P. Burke, Secretary

June 22, 2007

*To: Council
Fr: Mayor*

Greg Keil, Director
Office of Community Development
City of Menasha
140 Main Street
Menasha, WI 54952

Dear Mr. Keil:

We have reviewed the application for Blight Elimination and Brownfield Redevelopment (BEBR) funds for the clean-up and redevelopment of the former Gilbert Paper Mill property. Unfortunately, we will not be able to provide the requested grant. Our limited BEBR funds require us to review each proposal carefully to ensure that funds are available for projects that have a strong probability of proceeding if grant funds were awarded.

Financing for this project is largely dependent on debt to be assumed by the developer; yet private efforts to obtain the financing have not been demonstrated. In addition, it is my understanding that changes are being made to the proposal and a firmer redevelopment plan will be available at a later date.

We encourage you to keep in contact with program staff as additional progress is made on this project. If you have questions about this letter or our review of the project, feel free to contact me by telephone at (608) 266-2742 or via e-mail at james.frymark@wisconsin.gov.

Sincerely,

James Frymark, Director
Bureau of Local Development



M E M O R A N D U M

To: Common Council

From: Jessica Beckendorf, AP

Date: July 12, 2007

RE: WIS 47 & 441 and County AP Road Construction

Attached is a copy of a brochure that was sent to many of the business owners in the WIS 47, WIS 441, and County AP corridors. Also sent to the businesses were copies of WisDOT and UW-Extension publications regarding business survival during road construction.

RESOURCES

WisDOT Tips for Businesses:
www.dot.wisconsin.gov/business/engrserv/itt/workbook.htm

UW-Extension Publications:
www.uwex.edu/CES/cced/downtowns/ltb/ltrs/0403ltb.html

www.uwex.edu/CES/cced/downtowns/ltb/ltrs/0501ltb.html

47, 441 & Midway Road Corridors

Road Construction Questions & Answers

CONTACTS:

WIS 441:
Craig Treadway, WisDOT Project Manager
920-492-0138 or
craig.treadway@dot.state.wi.us

WIS 47:
Bill Bertrand, WisDOT Project Manager
920-492-5708 or
william.bertrand@dot.state.wi.us

CTH AP (Midway Road):
Mick Magalski, Construction Project Engineer, McMahon Associates
920-720-8870 (field office)

47, 441 & Midway Road Corridors

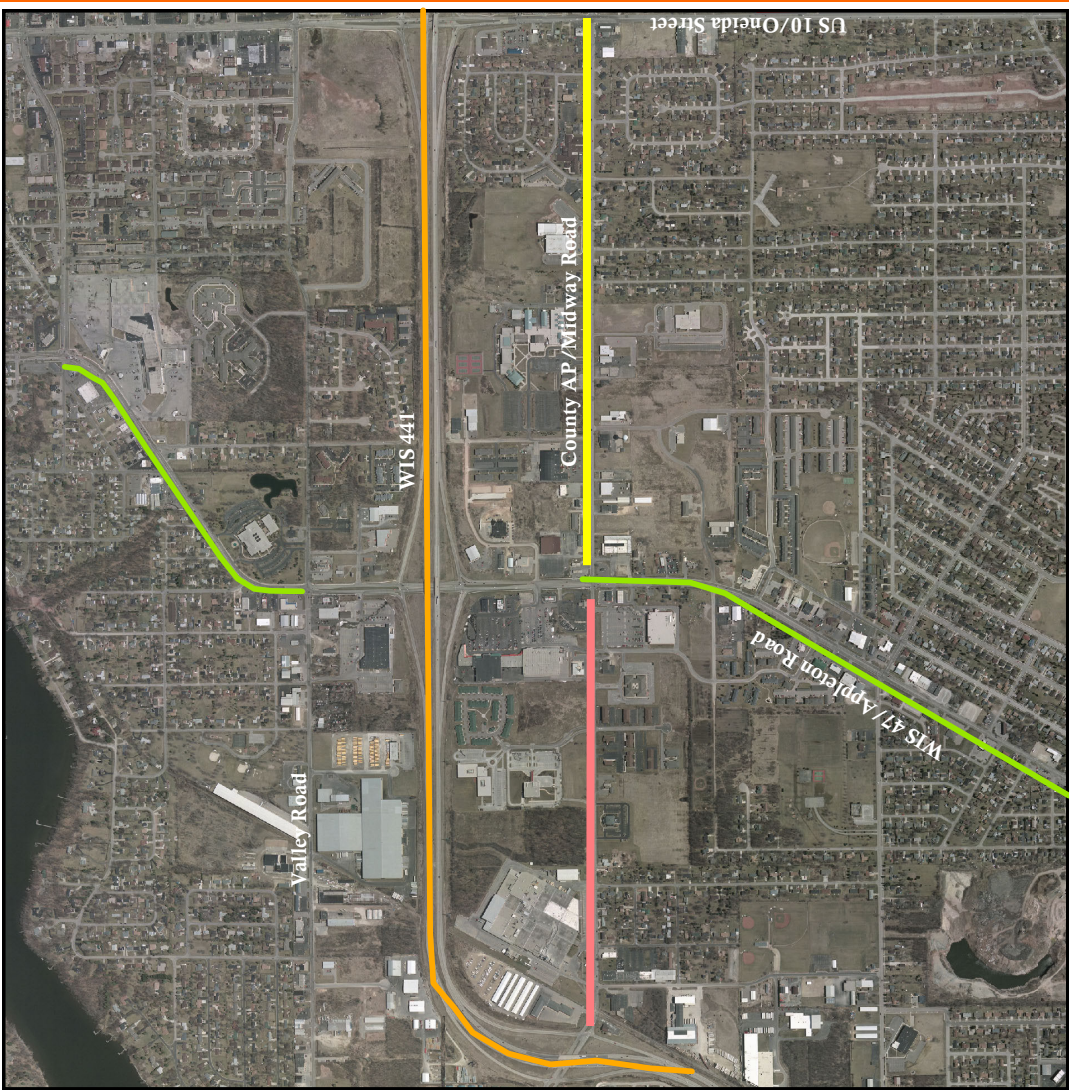
City of Menasha
140 Main Street
Menasha, WI 54952

Phone: 920-967-3652
Fax: 920-967-5272



City of Menasha Community Development Department

47, 441, & Midway Road Corridors SUMMER 2007 ROAD CONSTRUCTION



- WIS 441 Project—begins in August. Duration: about 6 weeks
- WIS 47 Project—begins in August. Duration: about 10-11 weeks
- Midway Road Phases I & II —began June 8th.
- Midway Road Phases III & IV



Staying Informed

Inconveniences are unavoidable during road construction—but they don’t have to be paralyzing.

Staying informed about the project timeline and detour locations is one step that can be taken to ease the effects of the “road construction blues”.

This brochure was created to inform both businesses and their customers about road construction in the WIS 41 & 441 and County Highway AP (Midway Road) corridors. We will attempt to outline when, where, and why road construction is being performed as well as traffic flow and detour routes.

STATE HIGHWAY 441

When? About 6 weeks beginning sometime in August.

Where? WIS 441 from County AP north to WIS 41, southwest and north-east ramps at WIS 47 and US 10/ Oneida Street, other ramps as necessary.



Why? Resurfacing/Add lanes at ramps

Traffic Flow? Lane closures along WIS 441 between County AP and US 10 will only be allowed between 6:00 pm and 6:00 am. Lane closures north of US 10 will be allowed anytime except between 6:00am-8:30 am and 3:00 pm-6:00 pm.

Closures of the ramps is restricted to the time period between 6:00 pm and 6:00 am and **ramps at consecutive interchanges cannot be closed at the same time.**

Northbound traffic on WIS 47 and Oneida Street will remain open to at least one lane at all times; southbound traffic will have both lanes open.

Detour? There will be no signed detour route.

STATE HIGHWAY 47

When? Work on WIS 47 is set to commence sometime in August and is expected to last about 10-11 weeks.

Where? From Ninth Street north to Airport Road; Airport Road to Midway Road; Valley Road to Calumet Street (Appleton)

Why?

- Ninth Street to Airport Road—resurfacing

- Airport Road to Midway Road—restructuring
- Valley Road to Calumet St.—resurfacing

Traffic Flow?

- WIS 47 will be closed to through traffic, however 2-way local traffic will be maintained throughout the duration of this project.

Detour? The planned detour takes travelers to WIS 114 east to US 10 (Oneida Street) then north to WIS 441 and west back to WIS 47 (and vice-versa).

COUNTY HIGHWAY AP

When? Work on Winnebago County Highway AP (Midway Road) is commenced on June 8th, 2007 with a mid-September anticipated completion.

Where? The first two phases of work will focus on Midway Road from State WIS 47 (Appleton Road) to US 10 (Oneida Street). The last two phases will focus on Midway Road from WIS 47 to WIS 441. The project is set up so that the next phase should not start until the previous phase is complete. The completed project will cover Midway Road from Oneida Street to WIS 441.

Why? Resurfacing.

Traffic Flow?

- Phase I—1-way west-bound traffic only.
- Phase II—1-way east-bound traffic only
- Phase III—1-way east-bound traffic only
- Phase IV—1-way west-bound traffic only

Detour? The detour is going to vary depending on which phase is in progress. The contractor will be scheduling informational sessions for those concerned.



**4 7 , 4 4 1 & M i d w a y
R o a d C o r r i d o r s**

City of Menasha
140 Main Street
Menasha, WI 54952

Phone: 920-967-3652
Fax: 920-967-5272





Wisconsin Department of Transportation

July 10, 2007

Dear Property Owner:

SUBJECT: C.T.H. AP – Midway Road Reconstruction Project Update

Phase two of the reconstruction of County Trunk Highway AP (Midway Road) from Earl Street to Oneida Street is scheduled to begin next week on Monday, July 16th.

Phase Two of the Midway Road project will consist of reconstruction of the two westbound lanes from Appleton Road (State Highway 47) to Oneida Street (State Highway 10). **Early on Monday morning the 16th, traffic is scheduled to be switched from the current one-way westbound pattern to one-way eastbound on the new concrete pavement. Access to your property or businesses will be from State Highway 47 for the duration of phase two.**

As part of phase two, all side roads on the north side of Midway Road will be closed to traffic with the exception of Linda Avenue which will have one lane open to traffic. The contractor will provide access to Midway Road for businesses that have no alternative street access. Access to residential driveways on the north side will be maintained except during the concrete paving operations. There may be minor interruptions to driveway access during the excavation and storm sewer work. The contractor will attempt to notify residents in advance when driveway access cannot be maintained.

During phase two, all side roads on the south side of Midway Road will remain closed with the exception of Opportunity Way. Side road closures on the south side of Midway Road in this phase are the result of a change in the site conditions. Additional excavation along the south edge of the new concrete followed by curb and gutter, driveway approaches, sidewalk and lawn restoration will be occurring concurrently with various operations in phase two.

Driveways on the south side of Midway Road from Appleton Road to Oneida Street will remain open except during the curb and gutter and driveway approach work. The contractor will attempt to notify residents in advance when driveway access cannot be maintained.

The contractor will attempt to keep driveway access interruption to businesses and residential properties to a minimum during the project. There may be access interruptions as the contractor is completing the necessary work immediately in front of your driveway. As stated above, access to residential driveways during the concrete paving operation, curb and gutter and driveway approach work will not be maintained.

If you have any existing drain tile or sump pump lines discharging that may be impacted during construction, please contact us so that we can explore the possibility of accommodating the flow.

I would like to remind you that the mail boxes are your responsibility and not the contractors. At this time, any property owners east of Appleton Road (State Highway 47) that have not removed their mailboxes will need to remove them for the duration of phase one and two. The post office will hold your mail for pick up during phase one and two or you may contact the post office for other arrangements. Please contact your post office for details on reinstalling your mailbox at the completion of phase two.

Bi-monthly meetings have been scheduled at 10:30 A.M. at Sabre Lanes to discuss project related details on the first and third Wednesdays of each month. The next meeting is scheduled on Wednesday, July 18th.

If you have any questions or requests, please contact Mick Magalski or Corey Schuh, Project Managers, representing the Wisconsin Department of Transportation. Our field office is located at 1005 London Place Apartments, apartment 2B. The field office phone number is 720-8870. We will normally be on the job between 6:30 A.M and 5:30 P.M.; however, we may be able to stay after hours if prior arrangements are made.

Thank You for your patience and cooperation.



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Lake Park Villas Homeowners' Association

FROM: Jeff Brandt JSB

SUBJECT: Naming of Ponds

DATE: July 9, 2007

I referred the map I received with the names of the ponds at Lake Park Villas to the Plan Commission. The Plan Commission was uncertain as to their authority to deal with this issue and tabled the matter. Since there is nothing in either the City Code nor in States Statutes that mandates this issue being approved by either the Plan Commission or the Common Council, it is my opinion that the Homeowners' Association is free to call the ponds as it chooses. I will supply copies of the map to the Common council for their information.

Cc/ Mayor Laux
Plan Commission
Common council



MEMORANDUM

TO: Mayor Laux, Council President Michalkiewicz and the members of
the City of Menasha Common Council

FROM: City Comptroller/Treasurer Stoffel *TS*

DATE: 07/10/07

SUBJECT: Council meeting of July 16, 2007

I will not be attending the Common Council meeting of July 16th. Also there will be no representative available from the Finance Department at the meeting to answer questions concerning Accounts Payable or other financial matters of the City. If you have questions please call the Department on Friday the 13th or on Monday the 16th.

If available, a department representative will respond to your inquiries immediately, or if you leave a telephone or email message, I can have a written response available for the Common Council meeting of 08/06/07. Current City policy does not allow for distribution of written information to be placed on Council members desks the night of the meeting.

Calumet County
LEGISLATIVE COMMITTEE MEETING
June 15, 2007

Committee Members Present: Brock and Krause.

Committee Member Excused: Laughrin

Supervisors Present: Barribeau, Connors, Criter, Dietzen, Gentz, Koenig, Lehrer, Leonhardt, Phipps, Scholz, Schuh, Schwobe and Stillman.

Legislators/Staff Present: Melissa Kok representing U.S. Rep. Petri, State Rep. Al Ott and State Senator Joe Leibham (arrived at 9:55 A.M.).

County Staff Present: Mike Ottery, Highway Commissioner (arrived at 9:34 A.M.) and Beth Hauser, County Clerk.

Others Present: Wilmer Geiser, Town of Charlestown Chair; Daniel Thiel, Town of Woodville Chair; and Jeanold Puetz, Town of Brothertown Chair.

Chair Brock called the meeting to order at 9:00 A.M.

The meeting was properly announced. The Pledge of Allegiance was recited.

Moved by Supervisor Krause and seconded by Supervisor Brock to approve the agenda. Motion carried unanimously.

Moved by Supervisor Krause and seconded by Supervisor Brock to approve the Minutes of the April 13, 2007 meeting as presented. Motion carried unanimously.

COMMUNICATIONS:

There were no communications.

PUBLIC PARTICIPATION:

Supervisor Criter inquired why the US Postal Services spends money advertising. Melissa Kok explained that the USPS is not allocated any money from the Federal Government. They are completely budgeted through the revenue they generate, so that is why they advertise.

FEDERAL ISSUES PERTINENT TO COUNTY GOVERNMENT:

There was a general discussion regarding the following items:

- ◆ **Voter Confidence & Increased Accessibility Act of 2007** – the “Holt Bill” ~ An amendment will be offered on the floor. Rep. Petri is working with local officials on concerns regarding the bill.
- ◆ **“Universal Healthcare”** ~ Rep. Petri is on commission for “Health Partnership Act”, which was sponsored by Rep. Tammy Baldwin. Rep. Petri is also co-sponsor on pharmaceutical act which would allow Canadian drugs to be approved by the FDA for sale in the U.S. There was a general discussion regarding healthcare.

- ♦ **Reflections on the Iraq War** ~ Rep. Petri would like to see Iraq stabilized and then have troops leave as soon as possible. He is not calling for a timetable, just a review of the mission of being in Iraq.

Melissa Kok left the meeting at 9:41 A.M.

STATE ISSUES PERTINENT TO COUNTY GOVERNMENT:

There was a general discussion regarding the following items:

- ♦ **AB 386** ~ this bill would limit what state agencies would pay to nonprofit entities. This bill is not fully understood, but it was aimed at saving taxpayer money. There has been no hearing on the bill yet.
- ♦ **VHS Virus** ~ there are currently emergency rules in place by the DNR to raise awareness of the virus and to prevent the spread of the virus.
- ♦ **Policy to hold employers accountable for knowingly hiring illegal immigrants** ~ the City of Green Bay is currently doing this. The State does not have a policy in place.
- ♦ **Gas tax money** ~ the DOT state budget is \$4 billion every 2 years. The gas tax is only one element of the budget. Other elements include registration fees, ticket fees, etc. 11.9% of the state budget is for transportation. Calumet County's general transportation aids all go to construction projects. The county does not put transportation aids into the general fund.
- ♦ **Real I.D.** ~ the Governor has proposed increasing license and registration fees for implementation costs. There have been requests to the Federal government to fully fund implementation of the Real I.D. law.
- ♦ **Diversion of bed tax money to the state general fund has impacted the receipt of Medicaid funds** ~ the Governor misinterpreted federal law, so increases in the bed tax will not fix the reimbursement dilemma.
- ♦ **Statewide smoking ban/cigarette tax ramifications** ~ the state will receive less revenue if a statewide smoking ban is implemented in all public places.
- ♦ **Ban on cell phone use while driving** ~ new drivers can't use cell phones while driving – part of graduated driver's license. Cell phone use currently would fall under inattentive driving laws.
- ♦ **Proposed state tax on oil companies** ~ would cause a 7¢/gallon increase in the price of gas if this legislation passes.

NEXT MEETING:

The next meeting date was set for Friday, September 21, 2007 at 9:00 A.M.

ADJOURNMENT:

Moved by Supervisor Krause and seconded by Supervisor Brock to adjourn the meeting at 10:58 A.M. Motion carried unanimously.

Beth A. Hauser
Recording Secretary

These Minutes HAVE NOT BEEN APPROVED by the Legislative Committee.

Neenah
WISCONSIN

Police Department
Raymond W. Appel, Police Chief
2111 Marathon Ave. • Neenah WI 54956-4771
Phone 920-886-6000 • Fax: 920-886-6055
e-mail: RAppel@ci.neenah.wi.us

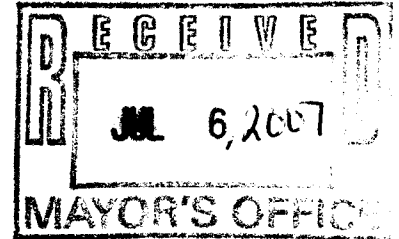


To: Council
Fr. Mayor

July 3, 2007

Chief Len Vander Wyst
Neenah-Menasha Fire Rescue
130 E Franklin Ave
Neenah, WI 54956

Good work
by your
Department.
- Mayor



Re: Bicycle Fatality 7/01/07

Dear Chief Vander Wyst,

On Sunday, July 1, 2007 the Neenah Police Department responded to a fatal car/bicycle collision on the Wayne G. Bryan Bridge. The collision took the life of a well-known and respected community member and severely injured his wife, who is also well known and respected in Neenah. Your department responded along with Gold Cross and our agency.

Our shift supervisor mentioned in particular the important role your firefighters played in dealing with this incident. In addition to the regular duties they would perform they unhesitantly went into the river below the dam when there was a question about someone being in the water. Later they provided equipment and assistance in retrieving one of the bicycles from the river. Finally they returned to wash down the bridge prior to its reopening.

This was a team effort that made the best out of a tragic incident. Please pass on our thanks to the firefighters that responded to this incident.

Sincerely,

COPY

Raymond W. Appel
Police Chief

CC: Mayor George Scherck
Mayor Joe Laux ✓
File

STEVE AND SU FIGI

44 Lake Road
Menasha, WI 54952
(920) 791-1992 (H)
(920) 791-0527 (F)
sfigi@figi.com

June 29, 2007

Len Vander Wyst
Fire Chief
Neenah-Menasha Fire Rescue
125 E. Columbian Avenue
Neenah, WI 54956

Dear Fire Chief Vander Wyst:

Re: Lake Road Menasha – Bridge Re-construction Complete

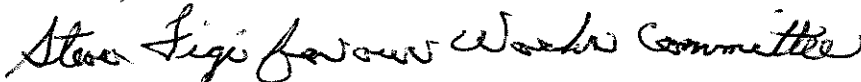
On behalf of all the residents on Lake Road in Menasha, we send our most sincere *Thank You* to you and your team for the thorough planning, implementation and follow-up on the Fire Rescue contingency plan during our bridge reconstruction.

It was impressive to see your team in operation throughout the reconstruction to place the fire hoses and ATV into position, validate the plan with frequent visits including major equipment drive-bys and Fire Rescue members walking the site to make sure all was in order and, importantly, kept in order during reconstruction.

The March 30 letter detailing the plan, including a site map of assets, was reassuring to all residents and a signal to all of us of the importance you place on communication and contingency planning. The Department's professionalism has been evident in everyone we have met and in the preplanning for this major bridge re-construction.

After a few start-up delays and an extended rebuild to make the new bridge "just right," we are back in business! Thank you for your patience, your planning and especially for the fine Fire Rescue team members we had the pleasure to meet during the process.

Best to all,



Tom Maurer, Steve Figi, Brian Dunsim, Jean Main, Bill Houfec

Lake Road Works Committee



To: Cecelia
Fr: Mayor

Mayor Laux,
Member of the Common Council
Thank you for the lovely plant!
Your kind expression of sympathy
and friendship will
always remain in our memories.
Thank you for your thoughtfulness.

The Family of
Cecelia Stank



City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

MEMO

TO: Common Council

FROM: Jeff Brandt JSB

SUBJECT: SCA Tax Claim

DATE: July 11, 2007

I have attached the claim filed by SCA for a refund of taxes for the year 2006 that were levied against them as a result of the review by the State Board of Assessors. The State Board of Assessors limited SCA to a partial exemption covering the part of its plant used treat waste. This was a favorable result for the City.

After consultation Attorney Robert Horowitz, the City decided not to appeal the decision of the State Board of Assessors to the Wisconsin Tax Appeals Commission. The City could have claimed that SCA was not entitled to any exemption, but would have risked a ruling that SCA was entitled to a total exemption. SCA also did not appeal the decision of the State Board of Assessors. The decision therefore became final.

The Common Council has the following options:

1. Deny the claim

This is not a realistic option. It would result in SCA filing a lawsuit against the City. Since the decision of the State Board of Assessors has become final, there does not appear to be any defense available. There would be significant additional legal fees.

2. Grant the claim, pay the refund and interest, and add some reservation of rights.

The result we have reached from the State Board of Assessors is the best we could have expected without expensive litigation. The reservation of rights would be to preserve some right if some change in the case law allowed the Department of Revenue to retroactively assess the part of the property that is now exempt. The budget bill pending before the Legislature would "fix" the Newark decision, but would be effective only beginning in 2007.

I have discussed this with Attorney Horowitz. He and I both recommend that we grant the claim and pay the refund and interest, with an appropriate reservation of rights.

The City can recover from the department of administration 20 percent of the interest paid on the refund.

Interest starts from the time the tax is due until the refund is paid. The first installment of the 2006 tax was due January 31, 2007. The second installment will be due July 31, 2007.

Interest is payable at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection, per day between the time when the tax was due and the date that the refund claim is paid.

Please contact me for any questions.



FOLEY & LARDNER LLP

July 3, 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ATTORNEYS AT LAW

777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5306
414.271.2400 TEL
414.297.4900 FAX
www.foley.com

WRITER'S DIRECT LINE
414.297.5510
mmcginnity@foley.com EMAIL

CLIENT/MATTER NUMBER
041264-0103

Ms. Deborah A. Galeazzi
City Clerk, City of Menasha
Third Floor, City Hall
140 Main Street
Menasha, WI 54952

Re: SCA Tissue North America
2006 Property Taxes
Claim for Refund
Computer No. (Appeal No.) 029-75-R-06 (75-70-251-R000100)

Dear Ms. Galeazzi:

Pursuant to Wis. Stat. § 70.511, SCA Tissue North America ("claimant") hereby files a claim for refund of 2006 real estate taxes paid by it on property of its Menasha plant deemed to be exempt from such taxes under Wis. Stat. § 70.11(21). The basis of this claim is as follows:

Claimant's Menasha plant, located at 190 Third Street, City of Menasha, manufactures recycled rolls of paper using exclusively waste paper as its raw material. The rolls of paper produced are converted at other locations into finished products of various kinds of paper towels, napkins, and tissues. On August 22, 2006, claimant timely filed its Form of Objection to Real Estate Assessment with the State Board of Assessors, claiming an exemption for certain of its Menasha plant property from property tax under Wis. Stat. § 70.11(21). Claimant thereafter timely paid taxes as assessed in the amount of \$348,792.55. (See enclosed Tax Bill for 2006.)

On March 19, 2007, the Board of Assessors issued its Notice of Determination finding that certain of claimant's real property is exempt and reducing the full value assessment for the land and improvements from \$14,500,000 to a total of \$9,612,500, a 33.707% total reduction. (See enclosed Notice of Determination.) Neither claimant nor the City of Menasha appealed the Notice of Determination.

BOSTON
BRUSSELS
CHICAGO
DETROIT
JACKSONVILLE

LOS ANGELES
MADISON
MILWAUKEE
NEW YORK
ORLANDO

SACRAMENTO
SAN DIEGO
SAN DIEGO/DEL MAR
SAN FRANCISCO
SILICON VALLEY

TALLAHASSEE
TAMPA
TOKYO
WASHINGTON, D.C.

MILW_2366208.4



FOLEY & LARDNER LLP

Ms. Deborah A. Galeazzi
July 3, 2007
Page 2

By virtue of the un-appealed Notice of Determination, claimant is entitled to a refund of property taxes paid for 2006 in the following amount:

	<u>Amount Paid</u>	<u>Refund Amount</u>
Land and Improvements	\$348,792.55	\$117,567.50

The refund amount is pro-rated based on the 33.707% total reduction in the Notice of Determination. Accordingly, claimant is entitled to a refund of property taxes in the total amount of \$117,567.50, plus statutory interest under Wis. Stat. § 70.511(2)(b), with interest computed on a daily basis from the date the tax was due to the date claimant's refund is paid. As this claim is being filed before November 1, 2007, the refund shall be payable to claimant no later than January 31, 2008, pursuant to Wis. Stat. § 70.511(2)(b).

Claimant's address is:

Street Address

SCA Tissue North America
190 Third Street
Menasha, WI 54952

Mailing Address

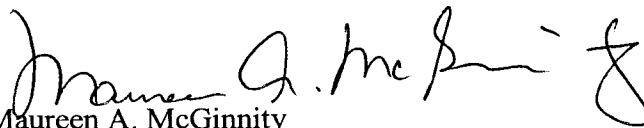
SCA Tissue North America
P O Box 2400
Neenah, WI 54957-2400

Correspondence regarding this claim should be sent to the undersigned at the following address:

Maureen A. McGinnity
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Tele: 414-297-5510
Fax: 414-297-4900

Thank you for your prompt attention to this matter.

Very truly yours,


Maureen A. McGinnity
Attorney for SCA Tissue North America

Enclosure

CITY TREASURER
CITY OF MENASHA
140 MAIN STREET
MENASHA WI 54952

STATE OF WISCONSIN REAL PROPERTY TAX BILL FOR 2006

City of Menasha
County of Winnebago

PROPERTY ID/PROPERTY ADDRESS

2-00436-00

190 THIRD ST

SCA TISSUE NORTH AMERICA
PO BOX 2400
NEENAH WI 54957

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ass. Assesd. Ratio	Net Assessed Value Rate (Does NOT reflect Lottery/Gaming Credit)
772,200	13,783,900	14,556,100	1.0046	.0239455
Est. Fair Mkt. Value	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A Star in This Box Means Unpaid Prior Year Taxes	School taxes reduced by school levy tax credit
768,700	13,730,700	14,499,400	<input type="checkbox"/>	20,309.51
Tax Jurisdiction	2005 Est. State Aid Allocated Tax Dist.	2006 Est. State Aid Allocated Tax Dist.	2005 M-1 Tax	2006 M-1 Tax
STATE OF WISCONSIN			2,719.98	2,541.76
COUNTY OF WINNEBAGO	477730	448348	76,818.16	77,309.58
CITY OF MENASHA	4098350	3999408	138,535.58	136,788.79
MENASHA SCH. DISTRICT	1427838	1544108	109,354.13	107,945.00
VOC. SCHOOL DIST	232126	327348	24,847.17	24,207.40
UTILITY DISTRICT				
TOTAL	12185854	20214514	352,071.02	348,792.55
		Lottery/Gaming Credit Net Property Tax	352,071.02	348,792.55
Make Check Payable to:	Full Payment Due On or Before January 31, 2007	Net Property Tax	348,792.55	
City of Menasha	348,792.55			
1st Installment due - January 31 2007	87,198.13			
2nd Installment due - March 31 2007	87,198.13			
3rd Installment due - May 31 2007	87,198.13			
4th Installment due - July 31 2007	87,198.13			
MENASHA REALTY CO. PLAT LOTS 15 THRU 26, OF BLOCK 27 DARLINGS ADDITION LOTS 1 THRU 26 VAC FR. OSPECT ST, THIRD ST, SECOND ST 1/2 W OF TAYCO ST ALL OF BLOCK 31 ORIG PLAT FR. BLOCK 33 ORIG		IMPORTANT: Correspondence should refer to Property ID - See reverse side for important information. Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		
TOTAL DUE FOR FULL PAYMENT Pay by January 31, 2007		\$ 348,792.55		
Warning: If not paid by due date, installment option is lost and full tax is due and subject to interest and V applicable penalty. (See reverse side).				

STATE BOARD OF ASSESSORS
NOTICE OF DETERMINATION

SCA TISSUE NORTH AMERICA LLC, PETITIONER APPEAL NO. 029-75-R-06
COMPUTER NO. 75-70-251-R000100

VS

WISCONSIN DEPARTMENT OF REVENUE
RESPONDENT

TO: SCA Tissue North America LLC AND Deborah A. Galeazzi, Clerk
PO Box 2400 City of Menasha
Neenah, WI 54957-2400 140 Main St.
Menasha, WI 54952-3190

PLEASE TAKE NOTICE that the objection to the 2006 assessment for the above-listed parcel has been reviewed by the State Board of Assessors pursuant to Section 70.995(8)(a) of the Wisconsin Statutes and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 1.004558225

	ORIGINAL FULL VALUE <u>ASSESSMENT</u>	REVISED FULL VALUE <u>ASSESSMENT</u>	ORIGINAL EQUATED VALUE <u>ASSESSMENT</u>	REVISED EQUATED VALUE <u>ASSESSMENT</u>
Land	768,700	526,200	772,200	528,600
Improvements	13,731,300	9,086,300	13,793,900	9,127,700
Total	14,500,000	9,612,500	14,566,100	9,656,300

There shall be Interest paid per s. 70.511(2)(b) Wis. Stats.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

Wisconsin Tax Appeals Commission
5005 University Ave., Suite 110
Madison, WI 53705
(608) 266-1391

APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in s. 73.01(5), Stats.

Dated at Madison, Wisconsin, this 19th day of March 2007.

cc: Maureen A. McGinnity
Foley & Larder LLP
777 East Wisconsin Ave.
Milwaukee, WI 53202

STATE OF WISCONSIN
STATE BOARD OF ASSESSORS
By: William B. Wardwell
William B. Wardwell, Chairman

PLEASE SEE THE REVERSE SIDE FOR ADDITIONAL INFORMATION.

**DEVELOPMENT AGREEMENT
BETWEEN
GILBERT DEVELOPMENT COMPANY, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and Gilbert Development Company, LLC a Wisconsin Limited Liability Corporation with its principal offices located at 430 Ahnaip Street Menasha, WI 54952 (hereinafter "Developer").

RECITALS

The City is proposing to create a Tax Incremental District ("TID 11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Agreement with the Developer to achieve the redevelopment of the Property, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

Developer for the Project is proposing to acquire real property within the boundaries of TID 11 and intends to develop the property by constructing a two-story office building comprising approximately 13,000 square feet of rentable space at an estimated cost of \$1,400,000.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the

Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Gilbert Development Company, LLC

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount (\$280,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the development proposed by Developer herein for construction of a two-story office building comprising approximately 13,000 square feet of rentable space, with associated parking, located on the land described on Exhibit "A" (the "Property") and having an estimated cost of \$1,400,000.

"Project Costs" shall mean the total costs to complete the Project including Demolition.

"Property" means Lot ____ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

"Tax Increment Value" means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the construction of a two-story office building comprising approximately 13,000 square feet of rentable space with associated parking located on the "Property" . Construction of the Project is to be commenced within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of \$1,400,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project upon completion will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Project Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.3 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City establishing TID 11.

(B) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(C) With regard to the City, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Project has exceeded a minimum of \$1,000,000, the City agrees to provide to the Developer the Grant in the amount of \$280,000 and the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety-five percent (95%) of the Tax Increment Revenue received by the City with respect to the Project in that year, provided that the Tax Incremental Value of the Project is in excess of \$1,000,000 on January 1 of the previous year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each succeeding year, commencing in 2009 if the Tax Incremental Value of the Project is in excess of \$1,000,000 by January 1, 2008.

Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City's grant shall be limited to the principal of \$280,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City's payment. If the Developer refinances the debt in any fashion such that the interest is greater than that provided in Exhibit D, the City's annual payment shall not increase as a result of such refinancing.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(C) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) With regard to the Developer, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

(E) PJC Group, LLC shall have substantially met its material obligations to demolish the former Gilbert Paper Mill buildings referenced in Exhibit C to the Development Agreement Between PJC Group, LLC and the City of Menasha and dated the same date as this Agreement.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:

City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:

Gilbert Development Company, LLC
430 Ahnaip Street
Menasha, WI 54952

With a copy to:

Randall Stadtmueller
425 West Water St, Suite 200
Appleton, WI 54911

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:

"A" Legal Description
"B" Developer's Project Plans
"D" Developer Financed Tax Increment Financing

This document consists of _____ (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2007.

Gilbert Development Company, LLC BY:
Randall Stadtmueller, Managing Member

r

CITY OF MENASHA BY
Joseph F. Laux, Mayor

Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2007, the above-named _____ and Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

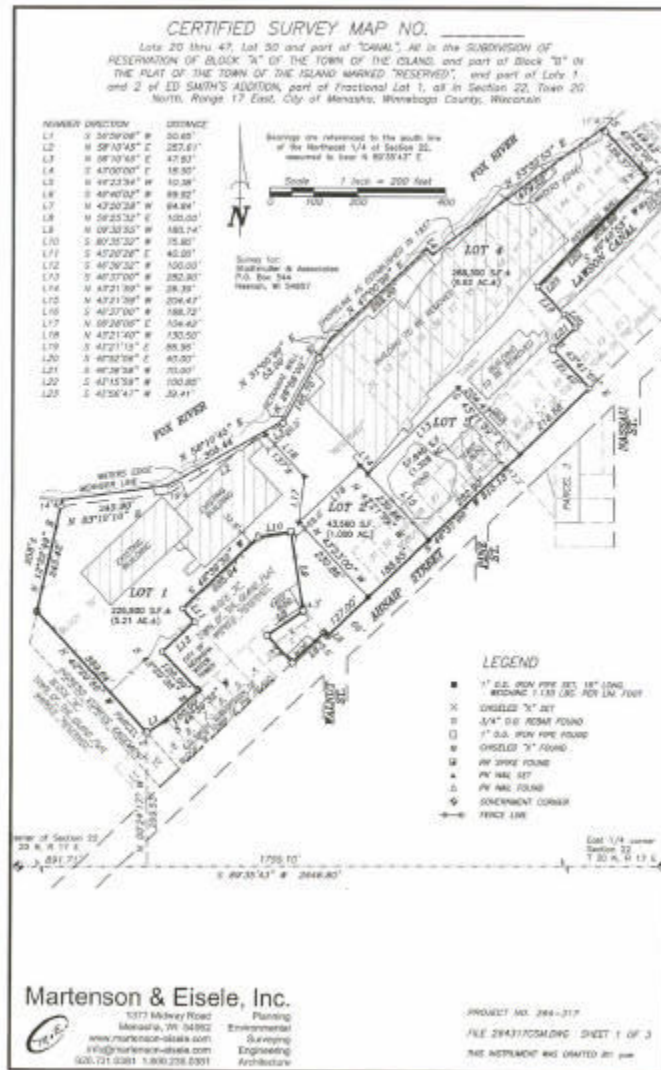
Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 of Exhibit A.



DEVELOPER'S PROJECT PLANS

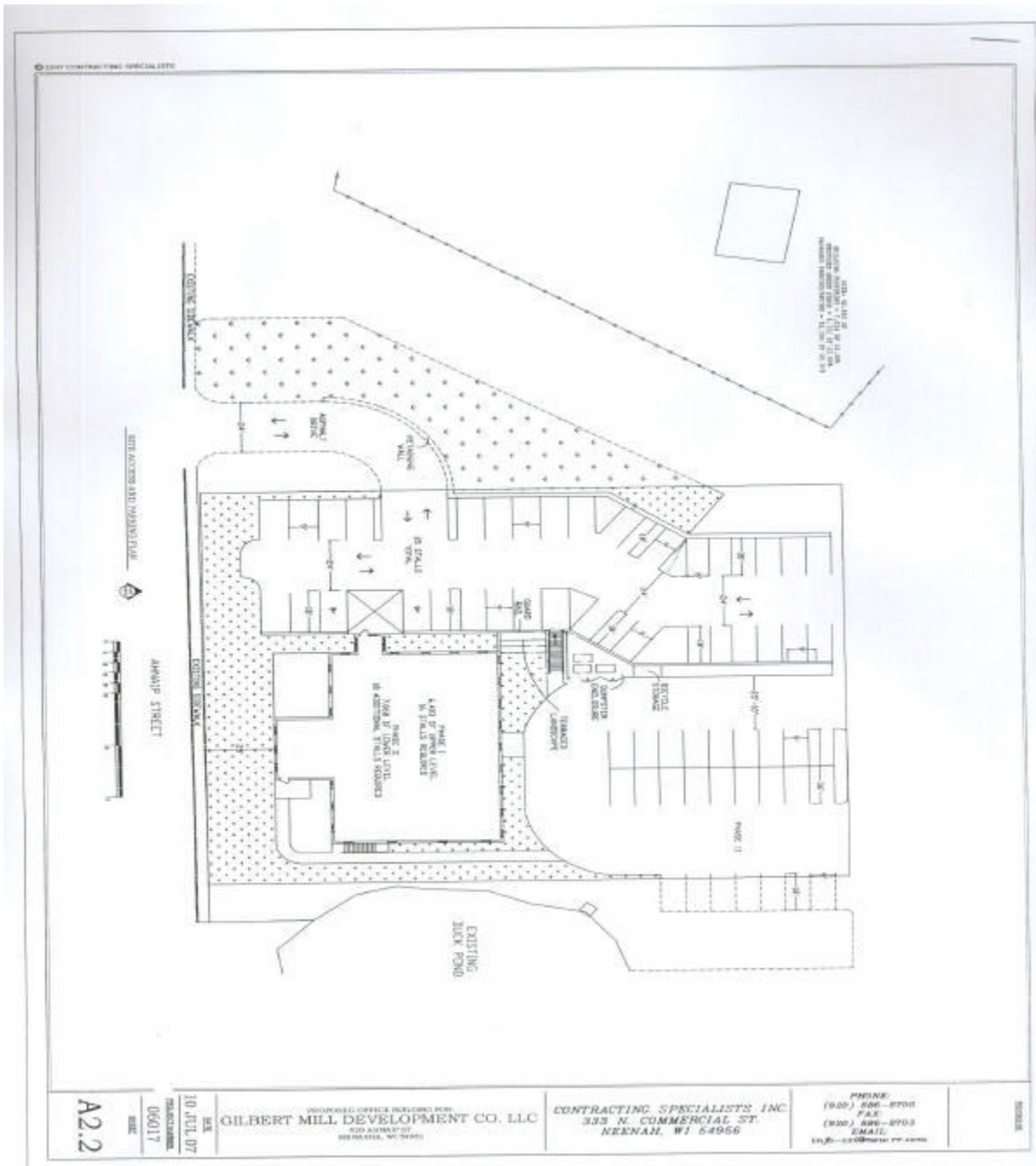


EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of \$280,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on (3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.

**DEVELOPMENT AGREEMENT
BETWEEN
PJC GROUP, LLC
AND THE CITY OF MENASHA**

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 2007 by and between the City of Menasha, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 140 Main Street, Menasha, WI 54952 (hereinafter "City"), and PJC Group, LLC a Wisconsin Limited Liability Corporation with its principal offices located at 430 Ahnaip Street Menasha, WI 54952 (hereinafter "Developer").

RECITALS

The City is proposing to create a Tax Incremental District ("TID 11"), in accordance with Section 66.1105, Wis. Stats., Wisconsin's Tax Increment Law, in order to provide a viable method of financing the costs of needed public improvements within the district and thereby create incentives and opportunities for appropriate private development, which will contribute to the overall development of the City.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the "Project Costs" (as defined in such statutory section) from the special fund of TID 11 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 11.

The City has determined that at least 50%, by area, of the real property within the proposed TID 11 is a "Blighted Area" within the meaning of Section 66.1105(2)(a)1., Wis. Stats., and/or in need of "Rehabilitation or Conservation Work" within the meaning of Section 66.1337(2m)(a), Wis. Stats.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its prominent location in the City.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Agreement with the Developer to achieve the redevelopment of the Property, and the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein, or by the specifically stated Wisconsin Statutory Reference shall be defined to have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Demolition" means the removal of the old Gilbert Paper Mill and reclamation of the real estate.

"Developer" means PJC Group, LLC, and its permitted successors and assigns.

"Development Incentive Payments" means the payments due the Developer under Section 6.1 of this Agreement.

"Events of Default" means any of the events described in Section 8.1 hereof.

"Gilbert Paper Mill" means the paper factory building formerly owned by the Gilbert Paper Company as shown on Exhibit C.

"Grant" means the City of Menasha Tax Increment Financing grant made in the amount of the principle amount (\$675,000) and the amount of accrued interest at the time of the final City payment pursuant to Section 6.1 is made.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" or "Project Plan" means the combined development projects proposed by Developer herein for the Warehouse Project, the Executive Office Project and the Land Reclamation Project located on the land described on Exhibit "A" (the "Property") and having an estimated cost of \$1,000,000.

"Warehouse Project" means the renovation of a 60,000 SF warehouse formally used by the Gilbert Paper Mill, to be used as warehouse space.

"Executive Office Project" means the renovation of a 6,000 SF historic office building formally used by the Gilbert Paper Mill, to be used as rentable office space.

"Land Reclamation Project" means the demolition of the former Gilbert Paper Mill buildings to be taken down to grade as specified in Exhibit C.

“Shoreline Park” means that portion of the Land Reclamation Project which the Developer shall donate to the City after completion of the Land Reclamation Project and which the City has agreed to, at a minimum, dedicate the land as a park and turn it into a “finished park area”.

“Project Costs” shall mean the total costs to complete the Project including Demolition.

“Property” means Lots ____ of CSM _____, _____ Ahnaip Street, Menasha, WI 54952, as shown on Exhibit A.

“Tax Increment Value” means the assessed value of the Project, which is greater than the January 1, 2007 assessed value of the Property.

"Tax Increment Revenue" means the personal and real property tax revenue generated by the tax increment value (as defined in Section 66.1105(2)(i) of the Wisconsin Statutes) generated by the Project.

"TID Project Plan", as approved by the City, means the Project Plan for Tax Incremental Financing District No. 11 of the City of Menasha, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of three (3) separate but related projects. They are the renovation of the former Gilbert Paper Mill warehouse (the Warehouse Project) and the renovation of the former Gilbert Paper Mill executive office building (the Executive Office Project) and the reclamation of land through the demolition of the former Gilbert Paper Mill paper manufacturing buildings as specified in Exhibit B (the Land Reclamation Project). Initiation of the construction and demolition of the Project is to commence within three (3) months of the approval of the Plans and Specifications by the City, said Plans and Specifications once approved shall be attached hereto as Exhibit "B" (the "Development Plan"), and be completed within twenty-four (24) months thereafter, at an estimated cost of \$1,000,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this Agreement and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their

respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) Developer is the purchaser of the Property. The Project upon completion will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall file no claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Wisconsin Property Tax Laws.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Construction of the Project. The Developer shall commence the Project in 2007 within three (3) months of approval of the Plans and Specifications by the City, and shall complete construction of the Project within twenty-four (24) months of commencement.

4.2 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall be in compliance with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Project Plan and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to be in compliance with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits. Upon completion of the Land Reclamation Project, Developer shall dedicate to the City at least a thirty foot strip of land from Ahnaip Street to the Shoreline Park for public access.

4.3 Developer, as an inducement to the City to proceed with establishment of the TID 11 and to provide the Grant as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under Wisconsin Property Tax Laws. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make voluntary payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.4 Developer shall raze all structures identified in Appendix "C" and remove all demolition waste from the Property except for materials intended for reuse on the Property.

4.5 Upon completion of the Land Reclamation Project Developer shall donate to the City the Shoreline Park area for the City to develop into a finished park within a reasonable period of time after the consummation of the transfer.

ARTICLE V. CONDITIONS TO THE UNDERTAKINGS OF THE DEVELOPER

5.1 All Obligations of the Developer under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the Developer under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The City establishing TID 11.

(B) All covenants and obligations of City under this Agreement are duly performed, observed and satisfied in all material respects.

(C) With regard to the City, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VI. UNDERTAKINGS OF THE CITY

6.1 Development Incentives. After the Tax Incremental Value of the Warehouse Project has exceeded \$400,000 the City agrees to provide the Developer a grant in the amount of \$250,000. After the Tax Incremental Value of the Executive Office Project has exceeded \$300,000 the City agrees to provide the Developer a grant in the amount of \$250,000. After the Tax Incremental Value of the Land Reclamation Project has exceeded \$200,000 the City agrees to provide the Developer a grant in the amount of \$175,000. All grants shall include the accrued interest as provided in Exhibit D. The Grant may be prepaid at any time, but until paid in full, the payments will be provided to the Developer as follows:

Each year for a maximum period of twenty (20) years, commencing in 2009, the City will pay to the Developer an amount equal to ninety-five percent (95%) of the Tax Increment Revenue received by the City with respect to the Projects in that year, provided that the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project on January 1 of the previous year. The City shall make the payment due to the Developer, if any, under this Section no later than September 30 of each succeeding year, commencing in 2009 if the Tax Incremental Value of the individual elements of the Project is in excess of the amounts given above for each individual Project by January 1, 2008.

Should the City elect to prepay the grant at any time prior to the maximum twenty year period, the City's grant shall be limited to the principal of \$675,000 along with any accumulated interest based on the interest rate stated in Exhibit D to the date of the City's payment. If the Developer refinances the grant in any fashion such that the interest is greater than that provided in Exhibit D, the City's annual payment shall not increase as a result of such refinancing.

6.2 Wisconsin Department of Commerce Brownfield Grant. Should the City be awarded a Brownfield Grant from the Wisconsin Department of Commerce, it shall disburse such proceeds to the Developer up to the total amount of the grant when the City receives the grant from the Department of Commerce and when the Department of Commerce approves the Developer's expenditures. Such payment shall constitute the entire obligation of the City if such payment is at least \$675,000 plus any accrued interest. At such time, this agreement shall terminate.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

7.1 All Obligations of the City under this Agreement. As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

(A) The Project shall be completed within twenty-four (24) months of commencement of construction. If it is not, the City shall have the right to recalculate and reduce the amount of the development incentives to be paid to the Developer.

(B) All representations and warranties of Developer set forth in Article III and otherwise in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct in all material respects.

(C) All material covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.

(D) With regard to the Developer, no uncured Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VII. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project or the Demolition, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and

defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. To receive this indemnification, the Indemnified Parties must tender the defense of any claim or action to the Developer. If the Developer does not accept such tender, or, in the good faith determination of the Indemnified Parties the Developer will have a conflict of interest, the Indemnified Parties shall have the right to obtain and pursue their own defense and shall be reimbursed from the Developer. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE IX. DEFAULT/REMEDIES

9.1 Events of Default. An Event of Default is any of the following:

(A) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

(B) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.

(C) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

9.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

(A) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.

(B) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

9.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

9.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

9.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE X. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause. In the event a party becomes aware of a pending delay under this section, such party shall immediately notify the other party of the anticipated delay including the expected time of the delay.

ARTICLE XI. ADDITIONAL PROVISIONS

11.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

11.2 Incorporation by Reference. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.

11.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

11.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued.

11.5 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

11.6 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

11.7 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City:

City of Menasha
c/o Greg Keil
140 Main Street
Menasha, WI 54952

With a copy to:

City Attorney Jeffrey S. Brandt
City Hall 140 Main
Menasha, WI 54952

To the Developer:

PJC Group, LLC
430 Ahnaip Street
Menasha, WI 54952

11.8 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

11.9 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

11.10 Cooperation. The City and the Developer agree to cooperate and expedite in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

11.11 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

11.12 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

List of Exhibits:

"A"	Legal Description
"B"	Developer's Project Plans
"C"	Gilbert Paper Mill Building Demolition Schedule
"D"	Developer Financed Tax Increment Financing

This document consists of _____ (____) pages, including the following signature page.

**SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement, or caused it to be duly executed, as of the _____ day of _____, 2007.

PJC Group, LLC
Edmund J. Jelinski

PJC Group, LLC
Tom Chalchhoff

CITY OF MENASHA BY
Joseph F. Laux, Mayor

Attest:
Deborah A. Galeazzi, City Clerk

STATE OF WISCONSIN
COUNTY OF WINNEBAGO

Personally came before me this _____ day of _____, 2007, the above-named _____ and -Joseph F. Laux and Deborah A. Galeazzi, to me known to be the persons who executed the foregoing instrument and acknowledged the same in the capacity and the purposes therein intended.

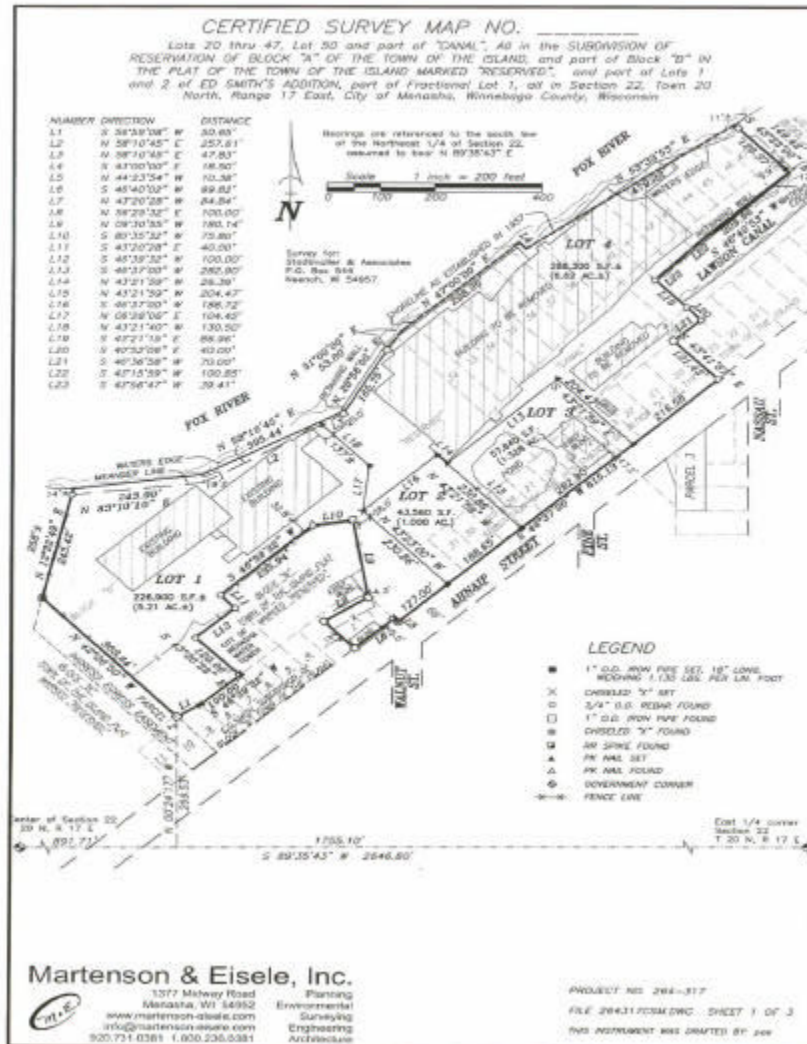
Jeffrey S. Brandt
Notary Public,
State of Wisconsin
Winnebago County.
My commission is permanent.

This document authorized by and in accordance with Res. No. ____-05-06.

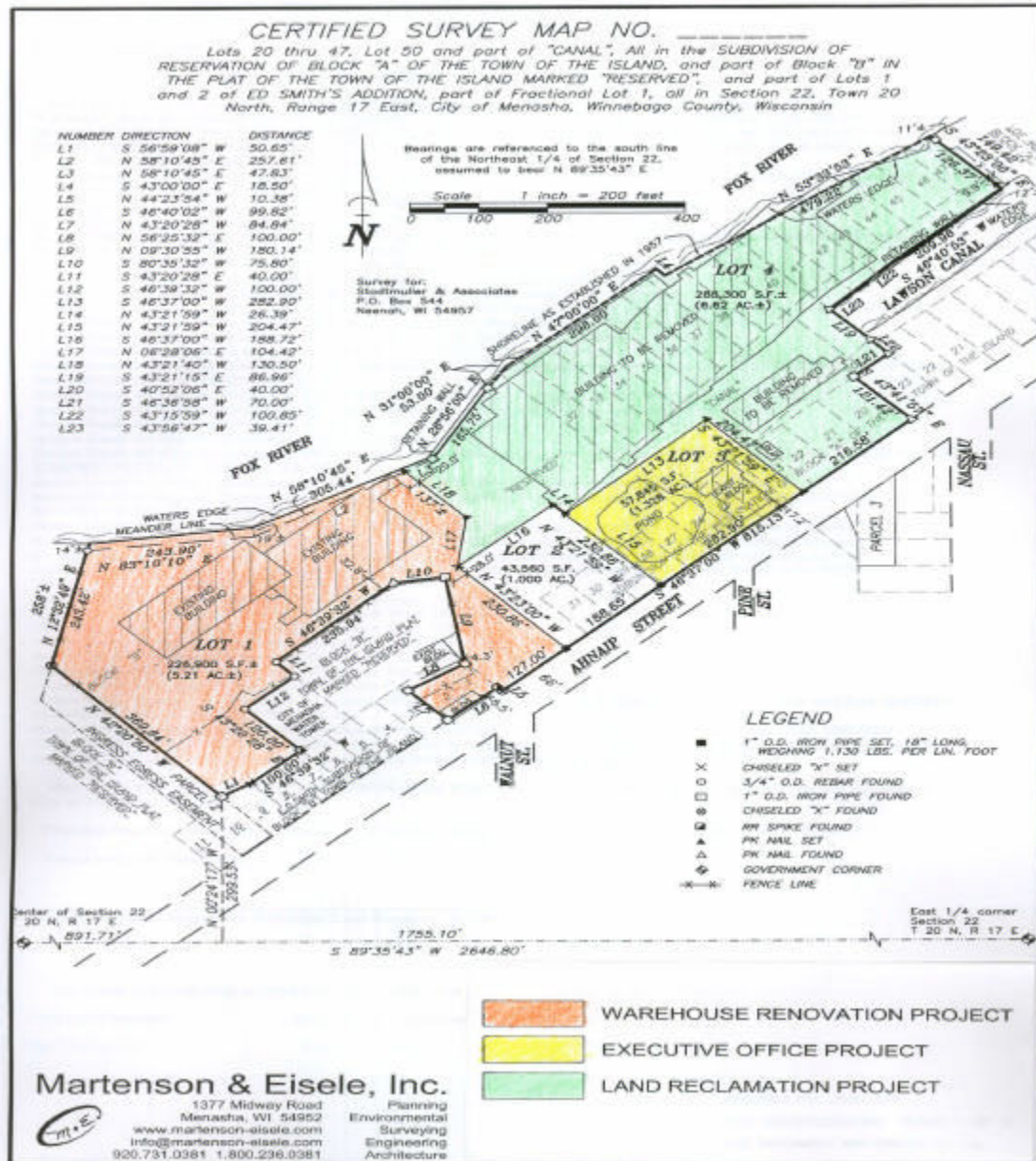
EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 3 and 4 of Exhibit A.



DEVELOPER'S PROJECT PLANS



GILBERT PAPER MILL BUILDING DEMOLITION SCHEDULE



EXHIBIT "D"

DEVELOPER FINANCED TAX INCREMENT FINANCING Interest Rate Determination

City shall be responsible to make payments to Developer for the Grant amount of \$675,000 as specified in Section 6.1 of the Agreement. The rate of interest applied to the unpaid balance shall be equal to the prime banking rate (defined to be the local bank cost of funds rate plus 3.25 points) as determined on the date of the full and complete approval and execution of this Agreement by the City and the Developer (if the approval and execution were to occur on (3-14-07 the rate would have been 8.25%). This rate once established shall remain fixed for the entire period and shall be applied to the outstanding balance due the Developer from the City and shall not be modified.

CITY OF MENASHA DISBURSEMENTS

Accounts Payable for 7/5/07-7/12/07	\$ 279,992.06
Checks # 13157-13302	

Payroll Checks for 7/5/07-7/12/07	<u>164,990.08</u>
Checks # 33027-33321	

Total	\$ 444,982.14
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**Gaps in the sequence of accounts payable check numbers may be caused by: voiding checks at the start of a new check run to set up printing of the checks correctly, having a large number of invoices on a particular vendor which causes the payment to be printed on more than one accounts payable check , incorrect alphabetizing of a vendor causing the accounts payable check to appear out of sequence or software/printer problems which result in accounts payable checks being printed incorrectly and needing to be discarded.

Marshall & Ilsley Trust Company-Flexible Spending & Dependent Care

Menasha Employees Credit Union-Employee Deductions

Menasha Employees Local 1035-Union Dues

Menasha Employees Local 1035B-Union Dues

USCM Payroll Processing-Deferred Compensation

Wisconsin Support Collections-Child/Spousal Support

United Way-Employee Donations

AMT-Garnishments

Date: Thursday, July 05, 2007
 Time: 09:47AM
 User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 9
 Report: 03630Alt.rpt
 Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01030 AAA SANITATION INC	145931	31100	55	07-202-209	165.00	PORATBLE TOILETS/BOAT LANDING
	145930	31100	55	07-202-209	165.00	PORTABLE TOILETS/BRIGHTON BH
	Check Date	7/5/2007	Check Nbr	013157	Check Total:	330.00
01465 ALL-SPORT TROPHY	30941	31100	55	07-201-300	90.00	REC STAFF NAME TAGS
	Check Date	7/5/2007	Check Nbr	013158	Check Total:	90.00
01600 AMERICAN MILLWORK & HARDWARE	104592	31100	54	10-121-300	42.91	MARKING PAINT
	Check Date	7/5/2007	Check Nbr	013159	Check Total:	42.91
01675 AMT		31100	21	04-299-022	150.00	
	Check Date	7/5/2007	Check Nbr	013160	Check Total:	150.00
02040 BADGER HIGHWAYS CO INC	135991	31100	54	10-122-300	183.52	HOTMIX ASPAHLT
	135991	31482	54	10-124-821	5,948.46	HOTMIX ASPHALT
	136045	31100	54	10-122-300	660.08	HOTMIX ASPHALT
	136045	31100	55	07-202-300	6,489.80	HOTMIX ASPHALT
	Check Date	7/5/2007	Check Nbr	013161	Check Total:	13,281.86
02335 BECK ELECTRIC INC	D180	31100	55	07-202-240	425.33	REPAIRS @ KOSLO
	Check Date	7/5/2007	Check Nbr	013162	Check Total:	425.33
02410 BERGSTROM NEENAH-MENASHA FORD	96161	31731	54	10-149-383	76.70	VALVE
	Check Date	7/5/2007	Check Nbr	013163	Check Total:	76.70
02660 BORSCHKE ROOFING PROFESSIONALS	15591	31100	51	10-115-240	199.51	FIX LEAK/ROOF/CITY HALL
	Check Date	7/5/2007	Check Nbr	013164	Check Total:	199.51
03070 CALUMET COUNTY TREASURER	070207	31100	21	04-229-000	1,811.40	PENALTY ON AGRICULTURAL LAND
	Check Date	7/5/2007	Check Nbr	013165	Check Total:	1,811.40

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
03145 CAREW CONCRETE & SUPPLY CO INC	724333	31100	54	10-135-300	586.00	701 HARRIS STREET
	725197	31100	54	10-122-300	442.00	800 BLK OF IDA
	724810	31100	54	10-122-300	730.00	7TH & KINZIE OFF RACINE
	725196	31100	54	10-122-300	907.76	974 IDA ST
	725196	31100	54	10-135-300	25.00	974 IDA ST
	725397	31100	54	10-122-300	370.00	828 IDA ST
	726603	31485	54	10-121-300	676.00	PROVINCE LINK & ONEIDA
	726908	31485	54	10-121-300	658.00	441 TO ONEIDA
Check Date	7/5/2007	Check Nbr	013166	Check Total:	4,394.76	
03225 CB SUPPLY COMPANY INC	0132420-IN	31731	54	10-149-383	15.03	ROD END
	Check Date	7/5/2007	Check Nbr	013167	Check Total:	15.03
03435 CINTAS FIRE PROTECTION	F36389416	31100	52	08-101-240	156.00	SEMI-ANNUAL SERVICE
	Check Date	7/5/2007	Check Nbr	013168	Check Total:	156.00
04275 DIGICORPORATION	49752	31100	13	04-113-000	-138.30	
	49752	31731	54	10-149-291	267.30	ENVELOPES/LETTERHEAD
	Check Date	7/5/2007	Check Nbr	013169	Check Total:	129.00
04305 DIVERSIFIED RISK INSURANCE	070307	31733	21	04-229-000	249.07	
	Check Date	7/5/2007	Check Nbr	013170	Check Total:	249.07
04350 DOMINO'S PIZZA	0008608-IN	31100	55	07-201-338	116.31	3 ON 3 BASKETBALL TOURNEY
	Check Date	7/5/2007	Check Nbr	013171	Check Total:	116.31
06115 FERRELLGAS	1016462738	31731	54	10-149-300	28.05	LIQUEFIED PETROLEUM GAS
	Check Date	7/5/2007	Check Nbr	013172	Check Total:	28.05

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
08500 KATIE HORNER	062907	31100	22	04-101-000	24.00	OVERPAYMENT SWIM LESSONS
	Check Date 7/5/2007	Check Nbr	013173		Check Total: 24.00	
08505 HORST DISTRIBUTING INC	391500	31100	55	07-202-300	431.00	ATHLETIC FIELD SUPPLIES
	Check Date 7/5/2007	Check Nbr	013174		Check Total: 431.00	
11075 GREG KEIL	062907	31100	56	03-202-311	5.74	POSTAGE
	062907	31100	56	03-202-331	109.61	MILEAGE
	062907	31100	56	03-202-333	7.00	MEALS
	Check Date 7/5/2007	Check Nbr	013175		Check Total: 122.35	
11142 BRANDON KIRK	062807	31100	22	04-101-000	29.00	CLASS REFUND/MEDICAL
	Check Date 7/5/2007	Check Nbr	013176		Check Total: 29.00	
11233 TOM KONETZKE	062607	31100	55	07-202-240	175.00	DISTANCE SIGNS/KOSLO
	Check Date 7/5/2007	Check Nbr	013177		Check Total: 175.00	
12250 LAWSON PRODUCTS INC	5704819	31731	54	10-149-300	220.50	HEAT SHRINK TUBES/WASHERS
	Check Date 7/5/2007	Check Nbr	013178		Check Total: 220.50	
12375 LEVENHAGEN CORPORATION	61648	31207	55	07-205-381	2,241.75	LEAD FREE GAS/MARINA
	Check Date 7/5/2007	Check Nbr	013179		Check Total: 2,241.75	
13043 MANAWA TELEPHONE CO	070107	31100	51	04-109-221	39.95	INTERNET SERVICE
	Check Date 7/5/2007	Check Nbr	013180		Check Total: 39.95	

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	132.38	
		31100	21	04-417-000	96.15	
		31100	21	04-415-000	1,555.97	
		31100	21	04-417-000	76.93	
		31100	21	04-619-003	37.50	
		31100	21	04-619-003	165.00	
Check Date	7/5/2007	Check Nbr	013181	Check Total:	2,063.93	
13149 MATTHEWS COMMERCIAL TIRE CTR	020793	31731	54	10-149-382	1,589.09	REPAIRS
	Check Date	7/5/2007	Check Nbr	013182	Check Total:	1,589.09
13345 MENARDS-APPLETON EAST	66803	31100	54	10-131-240	42.79	FAUCET/HOSE FOR SIGN SHOP
	Check Date	7/5/2007	Check Nbr	013183	Check Total:	42.79
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,960.00	
		31100	21	04-299-020	19,427.00	
	Check Date	7/5/2007	Check Nbr	013184	Check Total:	21,387.00
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	256.00	
	Check Date	7/5/2007	Check Nbr	013185	Check Total:	256.00
13377 MENASHA EMPLOYEES LOCAL 1035B		31100	21	04-299-032	221.76	
	Check Date	7/5/2007	Check Nbr	013186	Check Total:	221.76
13550 MICHELS MATERIALS	181860	31485	56	03-202-822	2,074.07	STONE/NATURES WAY
	181672	31485	56	03-202-822	838.50	STONE/BASE/NATURES WAY
	181859	31485	56	03-202-822	4,285.77	STONE/NATURES WAY
	181861	31485	56	03-202-822	6,383.23	STONE/NATURES WAY
	181673	31100	54	10-124-300	914.97	SCREENING
	Check Date	7/5/2007	Check Nbr	013187	Check Total:	14,496.54

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13755 MORTON SAFETY	182786	31100	55	07-201-300	48.71	REC FIRST AID SUPPLIES
	183775	31100	55	07-202-315	110.20	EAR PROTECTION
	Check Date	7/5/2007	Check Nbr	013188	Check Total:	158.91
13870 PEGGY MURPHY	050107	31100	53	09-102-331	45.39	MILEAGE
	050107	31100	53	09-114-331	48.74	MILEAGE
	050107	31100	53	09-118-336	15.33	MILEAGE
	Check Date	7/5/2007	Check Nbr	013189	Check Total:	109.46
14010 N&M AUTO SUPPLY	174223	31731	54	10-149-383	103.91	BRAKE PADS/EXACT FIT BLADE
	175228	31731	54	10-149-383	16.71	AIR FILTER
	175249	31731	54	10-149-383	10.52	FUEL FILTER
	174309	31731	54	10-149-383	16.54	AIR FILTERS
	174970	31731	54	10-149-383	63.54	BRAKE PADS
	174971	31731	54	10-149-383	122.72	BRAKE ROTOR
	175149	31731	54	10-149-383	32.81	SERP BELT
	175021	31731	54	10-149-382	115.60	TIRE REPAIR SUPPLIES
	174839	31731	54	10-149-383	15.52	BELT
	175251	31731	54	10-149-383	16.71	AIR FILTER
	174973	31731	54	10-149-383	39.28	CABIN AIR FILTER
	176326	31731	54	10-149-383	58.65	OXYGEN SENSOR
	Check Date	7/5/2007	Check Nbr	013190	Check Total:	612.51
14220 NEENAH-MENASHA SEWERAGE COMM	2007-112	31201	54	10-302-250	16,889.00	BOND ISSUE INTEREST CHARGES
	2007-106	31201	54	10-302-250	69,278.17	WASTEWATER TREATMENT JULY 2007
	Check Date	7/5/2007	Check Nbr	013191	Check Total:	86,167.17
14265 SUSAN NETT	060107	31100	53	09-102-331	6.60	MILEAGE
	060107	31100	53	09-118-336	15.58	MILEAGE
	Check Date	7/5/2007	Check Nbr	013192	Check Total:	22.18

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14325 NEWMAN TRAFFIC SIGNS	TI-0177439	31100	54	10-131-300	172.50	FLR-BLT-WSH
	TI-0177622	31100	54	10-131-300	3,774.75	SHEETING
	Check Date 7/5/2007	Check Nbr	013193	Check Total:	3,947.25	
14363 NIELSON COMMUNICATIONS	APP07-21330	31731	54	10-149-242	77.50	REPAIR REMOTE IN MAINTENANCE
	Check Date 7/5/2007	Check Nbr	013194	Check Total:	77.50	
16025 PACKER CITY INTERNATIONAL	3271570061	31731	54	10-149-383	88.66	AIR FILTERS
	3271570011	31731	54	10-149-383	9.40	BELT
	Check Date 7/5/2007	Check Nbr	013195	Check Total:	98.06	
16125 PBBS EQUIPMENT CORPORATION	33024	31100	55	07-203-243	663.00	BOILER REPAIR/POOL
	Check Date 7/5/2007	Check Nbr	013196	Check Total:	663.00	
16320 PITNEY BOWES	4842044-JN07	31100	51	10-115-243	375.00	MARCH 30-JUNE 30 RENTAL
	Check Date 7/5/2007	Check Nbr	013197	Check Total:	375.00	
18370 RIESTERER & SCHNELL INC	479773	31731	54	10-149-383	46.53	COOLANT
	Check Date 7/5/2007	Check Nbr	013198	Check Total:	46.53	
18400 ROAD EQUIPMENT	469389	31731	54	10-149-383	789.18	BRAKE SHOE KIT/CORE/BRAKE DRUM
	Check Date 7/5/2007	Check Nbr	013199	Check Total:	789.18	
19012 SABRE LANES	062207	31100	55	07-201-205	65.00	BOWLING BUS TRIP
	Check Date 7/5/2007	Check Nbr	013200	Check Total:	65.00	

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
19130 DIANE SCHABACH	061307	31207	55	07-205-242	53.46	FLOAT AND BRUSH REPAIRS
	061307	31207	55	07-205-291	239.31	CALENDAR OF EVENTS/PRINTING
	061307	31207	55	07-205-291	39.00	SEASONAL LETTER
	061307	31207	55	07-205-300	483.23	DOCK BOX/CLEATS/DOORMAT/MISC
	061307	31207	55	07-205-311	375.90	POSTAGE/CALENDAR OF EVENTS
	061307	31207	55	07-205-311	219.39	MAILING LIST
	061307	31207	55	07-205-311	39.00	STAMPS
Check Date	7/5/2007	Check Nbr	013201	Check Total:	1,449.29	
19585 SPORTS GRAPHICS	3474A	31100	55	07-203-310	140.00	POOL STAFF CLOTHING
	Check Date	7/5/2007	Check Nbr	013202	Check Total:	140.00
19693 STEPP EQUIPMENT COMPANY	238726	31731	54	10-149-383	122.27	RUBBER PADS
	Check Date	7/5/2007	Check Nbr	013203	Check Total:	122.27
20010 T2 SYSTEMS INC	114103-M	31100	51	04-109-243	2,095.00	ANNUAL HARDWARE MAINTENANCE
	Check Date	7/5/2007	Check Nbr	013204	Check Total:	2,095.00
20075 TEL/COM	10063389	31262	52	08-101-221	399.95	PAGERS
	10063479	31100	51	04-109-221	7.95	IS
	10063479	31100	51	10-115-221	7.95	QUICK
	10063479	31100	55	06-101-221	7.95	POWELL
	10063479	31100	55	07-202-221	47.70	PARKS
	Check Date	7/5/2007	Check Nbr	013205	Check Total:	471.50
20325 TRAFFIC & PARKING CONTROL CO	273016	31100	54	10-131-300	1,330.00	MATERIALS
	Check Date	7/5/2007	Check Nbr	013206	Check Total:	1,330.00
21045 UNIFIRST CORPORATION	0970015064	31731	54	10-149-201	72.96	MAT/CLOTHING SERVICE
	Check Date	7/5/2007	Check Nbr	013207	Check Total:	72.96

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21085 UNITED TRANSLATORS INC	070002386	31100	53	09-102-215	25.00	SPANISH
Check Date	7/5/2007	Check Nbr	013208	Check Total:	25.00	
21095 UNITED WAY FOX CITIES		31100	21	04-299-021	99.50	
Check Date	7/5/2007	Check Nbr	013209	Check Total:	99.50	
21205 US CELLULAR	200267787-040	31100	51	01-102-221	41.02	LAUX
	200267787-040	31100	51	02-103-221	39.45	BRANDT
	200267787-040	31100	51	04-106-221	8.77	STOFFEL
	200267787-040	31100	51	04-109-221	63.75	JAMES/LACEY
	200267787-040	31100	51	10-115-221	41.33	ALIX
	200267787-040	31100	52	08-101-221	500.61	POLICE
	200267787-040	31100	53	09-103-221	44.15	DREW
	200267787-040	31100	53	09-119-221	74.71	NETT/HEALTH
	200267787-040	31100	54	10-111-221	135.70	RADTKE/ENG
	200267787-040	31731	54	10-149-221	72.34	JACOBSON
	200267787-040	31201	54	10-301-221	10.23	CONFINED SPACE
	200267787-040	31100	55	07-201-221	75.13	TUNGATE
	200267787-040	31100	55	07-202-221	68.66	HUSS
	200267787-040	31100	55	07-203-221	35.86	POOL
	200267787-040	31100	56	03-202-221	83.82	KEIL/BECKENDORF
Check Date	7/5/2007	Check Nbr	013210	Check Total:	1,295.53	
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,072.50	
		31100	21	04-419-000	7,826.28	
Check Date	7/5/2007	Check Nbr	013211	Check Total:	8,898.78	
22120 VALLEY POPCORN CO INC	72051	31100	55	07-203-243	104.50	POPCORN MACHINE REPAIR
Check Date	7/5/2007	Check Nbr	013212	Check Total:	104.50	

Date: Thursday, July 05, 2007
Time: 09:47AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 9
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23090 WATERBLAST EQUIPMENT LLC	8863	31731	54	10-149-242	89.00	BELT LOOSE/TIGHTENED
Check Date	7/5/2007	Check Nbr	013213	Check Total:	89.00	
23097 KIM WATT	062907	31100	22	04-101-000	24.00	OVERPAYMENT SWIM LESSONS
Check Date	7/5/2007	Check Nbr	013214	Check Total:	24.00	
23180 WG INC	270560	31100	55	07-203-315	90.00	POOL SAFETY CONES
Check Date	7/5/2007	Check Nbr	013215	Check Total:	90.00	
23215 WIL-KIL PEST CONTROL	1139258	31100	55	07-202-206	90.00	SPIDER SPRAY/SMITH
Check Date	7/5/2007	Check Nbr	013216	Check Total:	90.00	
23275 WINNEBAGO COUNTY TREASURER	JUNE	31310	57	04-101-610	1,528.19	WINN CO IND DEV/PRINCIPAL
	JUNE	31310	57	04-201-620	621.81	WINN CO IND DEV/INTEREST
Check Date	7/5/2007	Check Nbr	013217	Check Total:	2,150.00	
23397 WISCONSIN DEPARTMENT OF TRANSP	L47320	31100	54	10-111-212	9,528.10	RACINE ST/MANITOWOC ST PROJ
	L47319	31100	54	10-111-212	6,067.97	TAYCO/RACINE ST PROJECT
Check Date	7/5/2007	Check Nbr	013218	Check Total:	15,596.07	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
		31100	21	04-299-015	894.60	
Check Date	7/5/2007	Check Nbr	013219	Check Total:	1,469.31	
Grand Total:					193,581.05	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 1 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
01050 ACC PLANNED SERVICE INC	12051	31100	52	05-201-240	150.51	MATERIAL/WORK AT POLICE
	12051	31100	52	08-101-240	225.76	MATERIAL/WORK AT POLICE
	12053	31100	52	05-201-240	136.83	VALVES/SWITCHES ON COMPRESSOR
	12053	31100	52	08-101-240	205.24	VALVES/SWITCHES ON COMPRESSOR
Check Date	7/12/2007	Check Nbr	013220	Check Total:	718.34	
01054 ACCENT FLORAL & GIFTS LLC	063007	31100	55	04-221-316	90.00	SYNMPATHY/JULIUS/STANKE
	Check Date	7/12/2007	Check Nbr	013221	Check Total:	90.00
01075 ACCURATE SUSPENSION WAREHOUSE	7010260	31731	54	10-149-300	69.12	SHOP SUPPLIES
	7009840	31731	54	10-149-300	66.56	SHOP SUPPLIES
	Check Date	7/12/2007	Check Nbr	013222	Check Total:	135.68
01630 AMERICAN RED CROSS OF NEENAH-	1612	31100	12	04-399-000	541.00	CPR/FIRST AID COURSES
	1612	31100	53	09-102-337	16.00	CPR/FIRST AID COURSES
	Check Date	7/12/2007	Check Nbr	013223	Check Total:	557.00
01765 APPLETON STEEL INC	20348	31731	54	10-149-300	24.70	13 GALLONS DOM
	Check Date	7/12/2007	Check Nbr	013224	Check Total:	24.70
02040 BADGER HIGHWAYS CO INC	136147	31100	54	10-121-300	157.29	COLD MIX
	136203	31100	54	10-122-300	4,926.99	HOTMIX ASPHALT
	Check Date	7/12/2007	Check Nbr	013225	Check Total:	5,084.28
02220 BATTERIES PLUS-502	502-206722	31731	54	10-149-300	13.92	BATTERIES
	Check Date	7/12/2007	Check Nbr	013226	Check Total:	13.92
02405 BERGSTROM AUTOMOTIVE NEENAH	207858	31731	54	10-149-383	7.41	SEAL
	Check Date	7/12/2007	Check Nbr	013227	Check Total:	7.41

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 2 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02407 BERGSTROM GM OF NEENAH	CM208054	31731	54	10-149-383	-490.46	MODULE
	208210-1	31731	54	10-149-383	72.21	TANK ASSEMBLY
	207675	31731	54	10-149-383	18.63	SWITCH
Check Date	7/12/2007	Check Nbr	013228		Check Total:	-399.62
02410 BERGSTROM NEENAH-MENASHA FORD	FOCS101837	31100	52	08-101-295	1,831.94	VEHICLE REPAIR
Check Date	7/12/2007	Check Nbr	013229		Check Total:	1,831.94
02660 BORSCHKE ROOFING PROFESSIONALS	15596	31100	52	08-101-240	249.45	REPAIR LEAK POLICE
Check Date	7/12/2007	Check Nbr	013231		Check Total:	249.45
02780 BRUCE MUNICIPAL EQUIPMENT INC	5071897	31731	54	10-149-383	225.08	BLOWER MOTOR
Check Date	7/12/2007	Check Nbr	013232		Check Total:	225.08
02796 BUBRICK'S	41813	31100	52	08-101-310	265.15	OFFICE SUPPLIES
Check Date	7/12/2007	Check Nbr	013233		Check Total:	265.15
03145 CAREW CONCRETE & SUPPLY CO INC	728605	31485	54	10-121-300	991.00	MANITOWOC ROAD
	728397	31100	54	10-121-300	81.76	SPECIAL PRODUCTS
	727904	31100	54	10-122-300	172.00	EAST OFF TAYCO
Check Date	7/12/2007	Check Nbr	013234		Check Total:	1,244.76
03225 CB SUPPLY COMPANY INC	0132528-IN	31731	54	10-149-383	30.06	BELT
Check Date	7/12/2007	Check Nbr	013235		Check Total:	30.06
04135 DAVIS & KUELTHAU SC	281093	31100	51	02-103-211	4,185.51	WISCO ENTERPRISES
	281093	31100	51	02-105-211	1,192.50	GENERAL LABOR
Check Date	7/12/2007	Check Nbr	013236		Check Total:	5,378.01

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 3 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
04139 VALERIE DAVIS	060107	31100	53	09-102-331	9.94	MILEAGE
	060107	31100	53	09-104-331	3.20	MILEAGE
	Check Date	7/12/2007	Check Nbr	013237	Check Total:	13.14
17128 DENISE QUICK	062907	31100	51	10-115-331	20.86	MILEAGE
	Check Date	7/12/2007	Check Nbr	013276	Check Total:	20.86
04450 DWD-UI	80595	31100	51	04-107-162	566.28	ASSESSOR
	Check Date	7/12/2007	Check Nbr	013238	Check Total:	566.28
06010 FABCO EQUIPMENT INC	C200817	31731	54	10-149-383	148.79	HOSE/COUPLINGS
	C202285	31731	54	10-149-383	649.54	VALVE
	Check Date	7/12/2007	Check Nbr	013239	Check Total:	798.33
06110 FERGUSON ENTERPRISES INC #448	0233998	31100	55	07-202-240	378.66	HAND PUMP/HART PARK
	Check Date	7/12/2007	Check Nbr	013240	Check Total:	378.66
06225 FIRST SUPPLY LLC	63580-00	31100	55	07-202-240	138.78	SOLENOID/URINAL PARTS KIT
	Check Date	7/12/2007	Check Nbr	013241	Check Total:	138.78
06615 FOX VALLEY TECHNICAL COLLEGE	EC44951	31100	52	08-101-337	595.00	DAAT INSTRUCTOR
	Check Date	7/12/2007	Check Nbr	013242	Check Total:	595.00
07080 GANNETT WISCONSIN NEWSPAPERS	0002838143	31100	51	04-101-292	1,539.79	PUBLICATIONS
	0002838143	31100	55	04-221-292	68.88	PUBLICATIONS
	0002838143	31100	55	07-201-292	26.96	PUBLICATIONS
	Check Date	7/12/2007	Check Nbr	013243	Check Total:	1,635.63
07275 GOPHER SPORT	7427041	31100	55	07-201-300	36.50	PROGRAM PRACTICE BASEBALLS
	Check Date	7/12/2007	Check Nbr	013244	Check Total:	36.50

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 4 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
07580 GUNDERSON UNIFORM & LINEN RENT	1208220	31100	51	10-115-201	14.29	MAT/MOP SERVICE
	1208220	31100	53	09-212-313	3.19	MAT/MOP SERVICE
	1208220	31100	55	07-202-313	3.19	MAT/MOP SERVICE
	1208219	31100	52	08-101-313	29.95	TOWEL/MAT SERVICE
Check Date	7/12/2007	Check Nbr	013245	Check Total:	50.62	
08190 HAWKINS WATER TREATMENT	1076202	31100	55	07-203-300	2,928.13	POOL CHEMICALS
	1079009	31100	55	07-203-300	518.62	POOL FILTER POWDER
Check Date	7/12/2007	Check Nbr	013246	Check Total:	3,446.75	
08465 HOME DEPOT CREDIT SERVICES	4230785	31100	51	10-115-310	35.22	PLANTS FOR UNDER MURIAL
Check Date	7/12/2007	Check Nbr	013247	Check Total:	35.22	
08505 HORST DISTRIBUTING INC	391500	31100	55	07-202-300	431.00	ATHLETIC FIELD SUPPLIES
	391500	31100	55	07-202-300	-431.00	DUPLICATE PAYMENT
Check Date	7/12/2007	Check Nbr	013248	Check Total:	0.00	
09105 INDEPENDENT INSPECTIONS LTD	300041	31100	52	03-301-216	10,778.75	PERMITS/LICENCES RENEWED
Check Date	7/12/2007	Check Nbr	013249	Check Total:	10,778.75	
09290 INTERSTATE BATTERY OF GREEN BA	90038170	31731	54	10-149-383	75.95	
Check Date	7/12/2007	Check Nbr	013250	Check Total:	75.95	
10230 JOHN'S SAW SERVICE	8015	31731	54	10-149-383	35.97	CLUTCH SHOES
Check Date	7/12/2007	Check Nbr	013251	Check Total:	35.97	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 5 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
10335 JX ENTERPRISES INC	D271660037	31731	54	10-149-383	170.38	RADIO/MIRROR/STRAP
	D271690032	31731	54	10-149-383	53.95	TIE ROD
	D271650084	31731	54	10-149-383	111.20	ABS VALVE KIT
	D271650079	31731	54	10-149-383	189.13	STOCK
	D271650115	31731	54	10-149-315	381.85	SHOP TOOLS
	D271590044	31731	54	10-149-383	76.52	STOCK
	D271760085	31731	54	10-149-294	4.40	SILICONE
Check Date	7/12/2007	Check Nbr	013252	Check Total:	987.43	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 6 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
11155 KITZ & PFEIL INC	052114-0008	31100	55	07-202-315	38.67	TOOLS FOR SHOP
	052114-0158	31100	55	07-203-315	13.11	REMOVE ROLL PIN @ POOL
	052114-0186	31100	55	07-203-315	16.19	PUNCH KIT TO REMOVE ROLL PINS
	052214-0004	31100	54	10-122-300	17.08	SISAL TWINE
	052214-0012	31100	51	10-115-240	16.89	PAINT SUPPLIES/OVERHANG LIGHTS
	052214-0023	31731	54	10-149-383	23.36	CHAIN ENDS FOR PAVER TRAILER
	052214-0045	31100	55	07-202-315	62.48	COOLERS/DRINKS/PARK CREW
	052314-0186	31100	51	10-115-313	4.99	FLOWER POT SOIL
	052314-0186	31100	52	08-101-313	4.99	FLOWER POT SOIL
	052403-0009	31731	54	10-149-383	10.00	AIR FILTER
	052414-0025	31731	54	10-149-383	7.53	AUTO FUSE/STOCK
	052514-0031	31100	51	10-115-315	7.99	WRENCH
	052514-0031	31100	53	09-212-240	9.94	ROOF REPAIR
	052514-0105	31100	51	10-115-300	4.99	BATTERIES
	052514-0105	31100	53	09-212-240	3.40	ROOF REPAIR
	052514-0221	31100	55	07-201-300	11.48	KEY
	052903-0012	31100	55	07-203-240	45.63	PAINTING AT POOL
	052914-0054	31100	55	07-203-240	24.81	PAINTING AT POOL
	052914-0065	31100	55	07-203-240	56.93	PAINTING AT POOL
	053014-0003	31100	55	07-203-240	39.09	PAINTING AT POOL
	053114-0007	31100	55	07-203-240	14.81	TAPE/BOLTS/HOOKS
	053114-0090	31100	52	08-101-240	4.88	SOAP DISPENSER MATERIALS
	060109-002	31100	55	07-203-240	38.64	PAINTING AT POOL
	060414-0007	31100	55	07-202-300	25.14	VANDALISM AT CLOVIS
	060414-0082	31100	55	07-202-240	8.08	REPAIR AT PARK SHOP
	060414-0176	31100	55	07-203-240	12.09	PAINTING AT POOL
	060514-0018	31100	53	09-212-240	2.96	FAUCET END
	060614-0084	31207	55	07-205-240	38.23	ANCHORING FOR CLEATS AT MARINA
	060614-0207	31100	51	04-109-310	3.86	EMERGENCY PHONE JACK
	060714-0044	31100	54	10-131-300	49.99	SPRAYER/FLEX JOINT KNIVES
	060714-0105	31100	52	08-101-313	28.78	RECYCLE CANS
	060714-0113	31207	55	07-205-240	11.97	HARDWARE FOR CLEATS
	060714-0184	31100	54	10-121-300	5.39	OXYACET TIP CLEANER FOR ROLLER

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 7 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
	060814-0067	31100	55	07-202-243	1.29	KEY FOR SMITH
	060814-0072	31731	54	10-149-383	1.26	HARDWARE MISC
	061214-0011	31731	54	10-149-383	3.91	HARDWARE MISC
	061214-0101	31100	55	07-202-240	9.68	PAINT @ KOSLO
	061314-0138	31100	51	10-115-300	2.70	WEED BARRIER STAPLES
	061414-0006	31100	52	08-101-300	13.48	VELCRO STRIPS/BATTERIES
	061614-0113	31100	55	07-203-310	4.48	POOL OFFICE SUPPLIES
	061809-0007	31207	55	07-205-240	7.65	BOLTS FOR CLEATS/MARINA
	061814-0090	31100	55	07-202-240	1.29	KEY
	061914-0016	31100	51	04-109-315	14.39	TORX BIT TIP SET
	061914-0114	31100	55	07-202-315	14.39	TAPE MEASURE
	061914-0140	31100	55	07-203-240	2.60	POOL ICE STAND
	062014-0003	31100	54	10-121-315	31.44	C-CLAMPS
	062014-0078	31100	51	10-115-300	18.51	SAWSALL BLADES
Check Date	7/12/2007	Check Nbr	013256	Check Total:	791.44	
11365 KUNDINGER FLUID POWER INC	P-50095-0	31731	54	10-149-383	27.40	ELEMENT
Check Date	7/12/2007	Check Nbr	013257	Check Total:	27.40	
13095 MARSHALL & ILSLEY TRUST CO		31100	21	04-415-000	132.38	
		31100	21	04-417-000	96.15	
Check Date	7/12/2007	Check Nbr	013258	Check Total:	228.53	
13097 MARSHALL & ILSLEY TRUST-MILW	5105542	31100	51	02-105-216	260.00	MONTHLY FEE
Check Date	7/12/2007	Check Nbr	013259	Check Total:	260.00	
13149 MATTHEWS COMMERCIAL TIRE CTR	020971	31731	54	10-149-382	868.48	TIRE REPAIR
	020886	31731	54	10-149-382	365.75	REPAIR/SHOP SUPPLIES
Check Date	7/12/2007	Check Nbr	013260	Check Total:	1,234.23	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 8 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
13180 MC CLONE INSURANCE GROUP	75740	31733	51	02-116-216	2,000.00	ANNUAL CONSULTING FEE
Check Date	7/12/2007	Check Nbr	013261	Check Total:	2,000.00	
13360 MENASHA ELECTRIC & WATER UTILI	062607	31100	12	04-399-000	7.34	TRAFFIC LIGHTS/RACINE/NINTH
	062607	31100	54	10-131-223	187.39	TRAFFIC LIGHTS
	062607	31201	54	10-301-223	62.03	LIFT STATIONS
	062607	31100	55	07-202-223	528.57	TRAFFIC LIGHTS
	062607	31100	55	07-202-223	11.82	PARKS/RACINE AT 4441
	062607	31100	55	07-202-225	402.94	PARK LIGHTS
	070807	31100	54	10-143-223	12,048.03	STREET LIGHTING
Check Date	7/12/2007	Check Nbr	013262	Check Total:	13,248.12	
13370 MENASHA EMPLOYEES CREDIT UNION		31100	21	04-299-020	1,960.00	
Check Date	7/12/2007	Check Nbr	013263	Check Total:	1,960.00	
13375 MENASHA EMPLOYEES LOCAL 1035		31100	21	04-299-031	256.00	
Check Date	7/12/2007	Check Nbr	013264	Check Total:	256.00	
13420 MENASHA PARK & RECREATION	071107	31100	55	07-201-300	52.92	PROGRAM SUPPLIES
	071107	31100	55	07-201-300	5.98	POPCORN
Check Date	7/12/2007	Check Nbr	013265	Check Total:	58.90	
13550 MICHELS MATERIALS	182140	31485	56	03-202-822	571.39	NATURES WAY
Check Date	7/12/2007	Check Nbr	013266	Check Total:	571.39	
13685 MINNESOTA MUTUAL LIFE INSURANC	AUGUST 2007	31100	21	04-618-000	2,404.77	LIFE INSURANCE
Check Date	7/12/2007	Check Nbr	013267	Check Total:	2,404.77	
13714 MK & ASSOCIATES &	071207	31485	56	03-202-822	9,745.00	NATURES WAY
Check Date	7/12/2007	Check Nbr	013268	Check Total:	9,745.00	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 9 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
14010 N&M AUTO SUPPLY	177783	31731	54	10-149-315	53.99	SOCKET
	177444	31731	54	10-149-383	18.90	BEARING
	177440	31731	54	10-149-383	55.08	STOCK
	177558	31731	54	10-149-383	57.67	DISC BRAKE PADS
	177738	31731	54	10-149-383	63.54	DISC BRAKE PADS
	175534	31731	54	10-149-383	35.10	OIL FILTER
	175691	31731	54	10-149-383	328.01	CORE DEPOSIT/STARTER
	176092	31731	54	10-149-383	17.65	FUSE HOLDER/BELT
	176150	31731	54	10-149-383	5.45	RAD CAP
	175814	31731	54	10-149-383	379.11	ALTERNATOR
	175469	31731	54	10-149-300	16.74	COUPLER
	175396	31731	54	10-149-383	8.97	PLUG
Check Date 7/12/2007 Check Nbr 013269 Check Total:					1,040.21	
15080 OFFICEMAX CONTRACT INC	259818	31731	54	10-149-310	50.63	OFFICE SUPPLIES
	259818	31100	55	07-202-310	11.00	OFFICE SUPPLIES
	332273	31731	54	10-149-310	10.08	OFFICE SUPPLIES
	332243	31731	54	10-149-310	-5.99	OFFICE SUPPLIES
Check Date 7/12/2007 Check Nbr 013271 Check Total:					65.72	
16025 PACKER CITY INTERNATIONAL	3271660044	31731	54	10-149-383	12.65	FUEL FILTER
	3271620033	31731	54	10-149-383	20.12	FUEL FILTER
	3271650016	31731	54	10-149-383	16.90	GOVERNOR
	3271650020	31731	54	10-149-383	16.90	GOVERNOR
	3271640087	31731	54	10-149-383	144.68	FILTERS
	3271620028	31731	54	10-149-383	76.06	FILTERS
	3271640086	31731	54	10-149-383	88.66	FILTERS
	3271620039	31731	54	10-149-383	11.37	VALVE
Check Date 7/12/2007 Check Nbr 013272 Check Total:					387.34	

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 10 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
16454 POOL WORKS INC	208328	31100	55	07-203-300	12.98	REAGENT
	Check Date	7/12/2007	Check Nbr	013273	Check Total:	12.98
16775 DAVID POWELL	062907	31100	51	10-115-331	28.76	MILEAGE
	Check Date	7/12/2007	Check Nbr	013274	Check Total:	28.76
16815 PSS-CHICAGO	38147523	31100	53	09-102-300	29.76	ALCOHOL/SYRINGES
	Check Date	7/12/2007	Check Nbr	013275	Check Total:	29.76
18160 REDI-WELDING CO	13535	31201	54	10-301-300	3,119.76	PLATES 40" ROUND
	Check Date	7/12/2007	Check Nbr	013277	Check Total:	3,119.76
18200 REINDERS INC	1160144-00	31731	54	10-149-383	24.27	V-BELT/FAN
	1160772-00	31731	54	10-149-383	99.54	COUPLING/RUBBER
	1160740-00	31731	54	10-149-383	1,229.02	GEARBOX
	Check Date	7/12/2007	Check Nbr	013278	Check Total:	1,352.83
18370 RIESTERER & SCHNELL INC	479934	31731	54	10-149-383	127.33	BELTS
	Check Date	7/12/2007	Check Nbr	013279	Check Total:	127.33
19155 PAUL SCHEPPF	062907	31100	52	08-101-338	65.05	MEALS
	Check Date	7/12/2007	Check Nbr	013280	Check Total:	65.05
19380 SHOPKO STORES INC	51424	31100	55	07-201-300	20.50	REC PLAYGROUND SUPPLIES
	51426	31100	55	07-201-300	135.92	BASKETBALLS/3 ON 3 TOURNEY
	Check Date	7/12/2007	Check Nbr	013281	Check Total:	156.42
19585 SPORTS GRAPHICS	3540A	31100	55	07-201-300	60.00	BASKETBALL SHIRTS
	3537A	31100	55	07-203-310	180.00	POOL MANAGER SHIRTS
	Check Date	7/12/2007	Check Nbr	013282	Check Total:	240.00

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 11 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
02430 STANLEY SECURITY SOLUTIONS INC	WI-446054	31207	55	07-205-300	82.63	KEYS FOR MARINA
	Check Date	7/12/2007	Check Nbr	013230	Check Total:	82.63
19693 STEPP EQUIPMENT COMPANY	239550	31731	54	10-149-383	33.21	RUBBER PADS
	Check Date	7/12/2007	Check Nbr	013283	Check Total:	33.21
19792 SWIRL OF WISCONSIN LLC	196	31100	55	07-203-317	1,805.00	POOL CONCESSION PRODUCTS
	Check Date	7/12/2007	Check Nbr	013284	Check Total:	1,805.00
20145 THEDACARE	043007	31100	21	04-229-000	1,606.15	HEALTH SCREENING
	9695798	31100	52	08-101-215	55.20	VENIPUNCTURE FOR LEG
	2007040-0	31100	21	04-229-000	1,606.15	VOID CHECK/WRONG VENDOR
	2007040-0	31100	21	04-229-000	-1,606.15	CORRECT/ENTERED AS INVOICE
	2007040-0	31100	21	04-229-000	-1,606.15	VOID CHECK/WRONG VENDOR
	Check Date	7/12/2007	Check Nbr	013285	Check Total:	55.20
20155 THEDACARE LABORATORIES	200704-0	31100	21	04-229-000	1,606.15	HEALTH SR PROGRAM
	22459	31731	54	10-149-215	25.65	HEP B SURFACE
	Check Date	7/12/2007	Check Nbr	013286	Check Total:	1,631.80
20232 TJ CONEVERA'S INC	TJ-INVOICE-07-3	31100	52	08-101-300	2,815.00	AMMUNITION
	Check Date	7/12/2007	Check Nbr	013287	Check Total:	2,815.00
20325 TRAFFIC & PARKING CONTROL CO	269002	31100	54	10-131-300	995.00	SOLAR WITH AUTO DIM
	Check Date	7/12/2007	Check Nbr	013288	Check Total:	995.00
20470 BRIAN TUNGATE	071007	31100	55	07-201-311	155.33	POSTAGE REIMBURSEMENT/GRUNSKI
	Check Date	7/12/2007	Check Nbr	013289	Check Total:	155.33

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 12 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
21045 UNIFIRST CORPORATION	0970015405	31731	54	10-149-201	77.12	MAT/MOP/TOWEL/CLOTHING
Check Date	7/12/2007	Check Nbr	013290		Check Total:	77.12
21280 USCM PAYROLL PROCESSING		31100	21	04-419-000	1,072.50	
Check Date	7/12/2007	Check Nbr	013291		Check Total:	1,072.50
22120 VALLEY POPCORN CO INC	72014	31100	55	07-203-317	225.89	POOL CONCESSION PRODUCTS
	71903	31100	55	07-203-243	22.95	POPCORN MACHINE REPAIR
Check Date	7/12/2007	Check Nbr	013292		Check Total:	248.84
22290 VAN'S SEPTIC SERVICE	034471	31100	55	10-215-216	90.00	TAYCO BRIDGE HOLDING TANK
Check Date	7/12/2007	Check Nbr	013294		Check Total:	90.00
22261 MIKE VANDENBOGART	071207	31485	56	03-202-822	1,375.00	PLANTED 7 ACRES ALONG ONIEDA
Check Date	7/12/2007	Check Nbr	013293		Check Total:	1,375.00
23125 WAVERLY BEACH SHELL	5555	31100	52	08-101-295	80.00	CAR WASHES
Check Date	7/12/2007	Check Nbr	013295		Check Total:	80.00
23130 WAVERLY SANITARY DISTRICT	062507	31100	55	07-202-225	46.74	BARKER FARM PAVILION
Check Date	7/12/2007	Check Nbr	013296		Check Total:	46.74
23152 WE ENERGIES	062607	31100	55	07-202-223	8.13	NORTH ST
	062607	31100	55	07-202-223	8.64	NORTH ST
	070507	31100	53	09-102-224	15.40	226 MAIN ST
Check Date	7/12/2007	Check Nbr	013297		Check Total:	32.17
23160 WERNER ELECTRIC SUPPLY CO	S2186489.001	31100	13	04-106-000	113.76	BULBS
Check Date	7/12/2007	Check Nbr	013298		Check Total:	113.76

Date: Thursday, July 12, 2007
Time: 09:28AM
User: MGRIESBACH

CITY OF MENASHA
Check Register - w/Alternate Description

Page: 13 of 13
Report: 03630Alt.rpt
Company: 31100

Vendor ID / Name	Invoice Nbr	CpnyID	Acct	Subaccount	Amount	Invoice Description
23215 WIL-KIL PEST CONTROL	1130825	31731	54	10-149-207	62.00	COMMERCIAL CONTRACT
Check Date	7/12/2007	Check Nbr	013299	Check Total:	62.00	
23270 WINNEBAGO CO REGISTER OF DEEDS	RD100901	31100	51	02-104-218	22.00	
	RD100901	31263	56	03-207-216	26.00	
Check Date	7/12/2007	Check Nbr	013300	Check Total:	48.00	
23346 WISCONSIN DEPARTMENT OF ADMINI	069098	31100	51	02-105-293	135.00	PUBLICATION/PUBLIC HEALTH NURE
Check Date	7/12/2007	Check Nbr	013301	Check Total:	135.00	
23455 WISCONSIN SUPPORT COLLECTIONS		31100	21	04-299-015	436.31	
		31100	21	04-299-016	138.40	
Check Date	7/12/2007	Check Nbr	013302	Check Total:	574.71	
14233 YAHOO CUSTODIAN OF RECORDS	77403	31100	52	08-101-216	20.41	LEGAL PROCESS
Check Date	7/12/2007	Check Nbr	013270	Check Total:	20.41	
Grand Total:					86,011.39	



July 12, 2007

Board of Public Works
City of Menasha
Menasha, WI 54952

RE: Recommendation to Award - Contract Unit No. 2007-01
Kaukauna Street/High Street, Street Rehabilitation-
Pulverize/Resurface Asphalt Pavement

Members of the Board:

Bids for Contract Unit No. 2007-01, Kaukauna Street/High Street, Street Rehabilitation-Pulverize/Resurface Asphalt Pavement were opened on July 10, 2007. Attached is a copy of the bid tabulation for the three bids received.

We are recommending that award of contract be made to the lowest bidder, Badger Highways, Inc., in the amount of \$80,959.80.

The City has received a WisDOT Local Road Improvement Program Grant in the amount of \$18,433.19 to assist us with this project.

Sincerely,

Mark Radtke
Public Works Director

MCR/cs
attachment

Itemized Bid Tabulation

City of Menasha Contract Unit No. 2007-01

Street Rehabilitation/Construction

Kaukauna Street/High Street, Street Rehabilitation - Pulverize/Resurface Asphalt Pavement

ITEM	QUANTITY	DESCRIPTION	Badger Highways, Inc.		Northeast Asphalt, Inc.		MCC, Inc.	
			UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL	UNIT PRICE	ITEM TOTAL
1	6,410	8" Depth Pavement/Base Pulverizing/S.Y.	\$ 0.55	\$ 3,525.50	\$ 0.47	\$ 3,012.70	\$ 0.87	\$ 5,576.70
2	435	Unclassified Excavation/C.Y.	\$ 4.75	\$ 2,066.25	\$ 7.00	\$ 3,045.00	\$ 12.90	\$ 5,611.50
3	6,410	Puverized Street/Base Fine Grading and Compaction/S.Y.	\$ 0.81	\$ 5,192.10	\$ 0.95	\$ 6,089.50	\$ 1.80	\$ 11,538.00
4	220	Sawcut Asphalt Pavement/L.F.	\$ 2.00	\$ 440.00	\$ 1.50	\$ 330.00	\$ 2.00	\$ 440.00
5	875	2-1/4" Thick Asphaltic Concrete, Type E-1, Binder Course/Ton	\$ 36.35	\$ 31,806.25	\$ 38.60	\$ 33,775.00	\$ 41.25	\$ 36,093.75
6	680	1-3/4" Thick Asphaltic Concrete, Type E-1, Surface Course/Ton	\$ 39.39	\$ 26,785.20	\$ 41.70	\$ 28,356.00	\$ 40.95	\$ 27,846.00
7	90	30" Concrete Curb & Gutter, Remove & Replace, Including Restoration/L.F.	\$ 33.00	\$ 2,970.00	\$ 33.00	\$ 2,970.00	\$ 33.00	\$ 2,970.00
8	100	4" Concrete Walk, Remove & Replace, Including Restoration/S.F.	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00	\$ 5.00	\$ 500.00
9	13	Utility Adjustments/Ea.	\$ 175.00	\$ 2,275.00	\$ 210.00	\$ 2,730.00	\$ 285.00	\$ 3,705.00
10	3	Water Valve Box Adjustment/Each	\$ 120.00	\$ 360.00	\$ 92.00	\$ 276.00	\$ 195.00	\$ 585.00
11	2.1	Storm Inlet Adjustment/V.F.	\$ 495.00	\$ 1,039.50	\$ 495.00	\$ 1,039.50	\$ 495.00	\$ 1,039.50
12	1	Railroad Flagging Operations/Lump Sum	\$ 3,000.00	\$ 3,000.00	\$ 2,160.00	\$ 2,160.00	\$ 2,250.00	\$ 2,250.00
13	1	Construction Mobilization/Demobilization; Traffic Control; Erosion Control; Project Coordination; all incidental work; and all other Project Work Area Restoration and Clean-up to an equal and/or better preconstruction condition, as required and related to the overall Project/Lump Sum	\$ 1,000.00	\$ 1,000.00	\$ 6,200.00	\$ 6,200.00	\$ 2,780.00	\$ 2,780.00
TOTAL BASE BID (ITEMS 1-13)			\$	80,959.80	\$	90,483.70	\$	100,935.45



City of Menasha • Department of Public Works

STREET USE APPLICATION

Sponsored by: MDA + NMFR
Responsible Person: Jeff STRASSER
Address: 125 E. Columbia Ave
Neenah WI 54956
Phone: 920-886-6200

Street Use Date: Aug 31st 07
Start Time: ~~0900~~ 1000
End Time: 1600
Number of Units: _____

Street Route: (Attach Map)
Description of Use

corner Defere St. + 3rd
Fundraising for MDA by NMFR
personnel, titled: ~~Fill~~ Street corner
Fill the Boot

LIABILITY INSURANCE HAS BEEN SECURED IN THE AMOUNT OF \$ _____ WITH
THE CITY OF MENASHA NAMED AS ADDITIONAL INSURED.

Insurance Company Milve + BNC Insur. Services Policy No. PHPK229547
(Attached is a copy of the insurance certificate).

NOTE TO EVENTS PLANNING TO USE CITY PARKS AND/OR GREENSPACE: Any multi-day event or event which plans to sell beer and/or wine to the public must appear before the Parks and Recreation Board.

DATE: 7-5-07 APPLICANT'S SIGNATURE: Jeff Strasser

TO BE COMPLETED BY CITY STAFF

SCHEDULED PARK & RECREATION BOARD REVIEW DATE: _____

NOT REQUIRED: _____ APPROVED: _____ DENIED: _____

SCHEDULED COMMON COUNCIL REVIEW DATE: 7/16/07

APPROVED: _____ DENIED: _____

APPROVAL:

Police Dept. MB

Fire Dept. LWW

Public Works Dept. MR

City Attorney JSG

SUBSTITUTE AMENDMENT 1 TO
ORDINANCE O - 10 - 07

AN ORDINANCE RELATING TO PARK REGULATIONS

Introduced by Aldermen Wisneski and Eckstein

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: Sec. 12 – 1 – 1 is amended to read as follows:

- (3) Pets. Subject to the exceptions below, dogs, cats or other pets are prohibited in all City parks, unless permitted by the Parks and Recreation Board.
- a. Animals specifically trained to assist the disabled.
 - b. Dogs, cats or other pets owned by Marina renters or their guests are permitted in the fenced-in area of the Menasha Marina.
 - c. Dogs, cats or other pets are allowed on the Friendship Trail, provided they are on a leash not more than five feet long that is not retractable. The owner must also comply with sec. 7 – 1 – 10 relating to animal feces.
 - d. No dogs shall be allowed on the Friendship Trail in Jefferson Park on July 4th. The Chief of Police or the Director of Parks and Recreation or their respective designee may restrict dogs from the Friendship trail in Jefferson Park other times if an event is scheduled that could reasonably create a conflict between the dogs and the persons attending the event.

SECTION 2: Sec. 12 – 1 – 14(b) (1) is repealed and 12 – 1 – 14 (b)(2) and (b)(3) are renumbered accordingly.

SECTION 3: This ordinance shall automatically be repealed one year from its effective date.

SECTION 4: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of _____ 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Zoning District	Sign Type Permitted	Restrictions (see Sec. 13-1-67)	Allowable Sign Area per Building Exposure	Min & Max Sign Area/ Business*	Maximum #	Maximum Height	Setback
A-1, R-1, R-2, R2-A (2 unit only)	wall (for general home occupations only)	no illumination	2 sq. ft./sign	NA	1/unit	below 2nd floor windows or 20', whichever is less	NA
R-2A (3+ units), R-3, R-4	monument	external illumination only	32 sq. ft./sign face, not to exceed 64 sq. ft./sign	NA	1/street frontage; see Sec. 13-1-65(f) for corner lots	10'	2'
Special Use: A-1, R-1, R-2, R-2A, R-3, R-4	wall	external illumination only	1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 50 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	monument	external illumination only	32 sq. ft./sign face, not to exceed 64 sq. ft./sign		1/street frontage; see Sec. 13-1-65(f) for corner lots	10'	10'
C-1, I-1, I-2	wall		1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 300 sq. ft.	allowable sign area may be applied per building exposure	top of wall	NA
	monument		1 sq. ft./sign face for each linear ft. of the building exposure, not to exceed 200 sq. ft.	not to exceed 75 sq. ft./sign face for 1st business, 50 sq. ft./sign face for each business thereafter	1/street frontage; see Sec. 13-1-65(f) for corner lots	monument: 16'	2'
	sidewalk	See Sec. 13-1-67	8 sq. ft./sign face, 16 sq. ft./sign	NA	1/business	6'	See Sec. 13-1-67
C-1, I-1, I-2 along STH 441 frontage	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA
	wall		1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 500 sq. ft.	1/business on building exposure facing STH 441 only	top of wall	NA
	monument		1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 200 sq. ft.	not to exceed 100 sq. ft./sign face	1/lot facing STH 441 only	16'	2'

Zoning District	Type Permitted	Restrictions (See Sec. 13-1-67)	Allowable Sign Area per Building Exposure	Min & Max Sign Area per Business*	Maximum #	Maximum Height	Setback
C-2	wall , including awning, canopy, and marquee signs	external illumination only	1 sq. ft. for each linear ft. of the building exposure	at least 10 sq. ft., not to exceed 50 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA
	monument	external illumination only	1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 50 sq. ft.	NA	1/street frontage, see Sec. 13-1-65(f) for corner lots	10'	2'
	sidewalk	see Sec. 13-1-67	8 sq. ft./sign face, 16 sq. ft./sign	NA	1/business	6'	see Sec. 13-1-67
C-3, C-4	wall	for retail uses, the C-1 standards for wall signs shall apply	1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 75 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	monument	for retail uses, the C-1 standards for monument signs shall apply	1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 100 sq. ft.	not to exceed 50 sq. ft./sign face for 1st business, 25 sq. ft./sign face for each business thereafter	1/street frontage, see Sec. 13-1-65(f) for corner lots	16'	2 ft
	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA

* The aggregate maximum sign area per business may not exceed the allowable sign area per building exposure. In order to accommodate businesses with very narrow building exposures, a minimum sign area per business is granted for certain types of signs. A sign smaller than the minimum may be erected subject to the requirements of this ordinance.

SUBSTITUTE AMENDMENT 1 TO ORDINANCE O-12-07

AN ORDINANCE RELATING TO SIGNS

Introduced by Ald. Wisneski.

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: SEC.13-1-66(a) is repealed and recreated to read as follows:
(See Attached Table)

SECTION 2: Section 13-1-67(e) is repealed and recreated to read as follows:

(e) Sidewalk Signs.

(1) *Sidewalk Signs in the C-1 General Commercial District.* Portable signs may be placed in the C-1 General Commercial District subject to the following limitations:

- a. Number of Signs Allowed. The number of signs shall be limited to one (1) per building exposure per business.
- b. Design.
 1. Signs shall be a sandwich board type ("A-frame") with multiple (minimum of 2) or one continuous hinge across the top.
 2. Signs must be portable.
 3. Removable signage panels on thin sign board material such as; aluminum, Centrex, or other quality sign grade material, shall be attached to the sign frame with screws or through the use of slide rails – no Velcro, staples, or double-sided tape.
 4. Interchangeable letters or letter copy on rails are discouraged.
 5. Sidewalk signs shall not be illuminated, animated, have moving parts, or electrically powered in any way.
 6. Signs shall contain a device such as a chain, rope, or cable to prevent the sign panels from spreading.
 7. Signs shall not have more than two (2) sign faces.
- c. Materials
 1. Signs shall be constructed using quality exterior sign board materials, wood or other durable material and be designed so as to be stable under wind loads.
 3. Signs constructed with light materials such as plastic shall be weighted to remain stationary.
- d. Location and Removal
 1. Placement is allowed on landscaped areas in front of business, between building frontage and sidewalk.
 2. All signs must be removed after the conclusion of business hours each day and are allowed only from 5:00 a.m. to 10:00 p.m.
 3. Signage shall not obstruct the ingress/egress of parked vehicles.
 4. Signs placed near points of ingress/egress will be subject to vision control review.
- e. General Condition of Signs
 1. To keep signs legible and functional, all sidewalk signs shall be maintained and kept free of peeling or fading paint or vinyl.
 2. Any signs which have become deteriorated due to lapse of time, weather, or other reason may be ordered to be removed by the Zoning Administrator and/or designee according to the process outlined in Sec. 13-1-70(a).
- f. Permits
 1. Sign permits are required when signs are placed in the right of way

(2) *Sidewalk Signs in the C-2 Central Business District.* Portable signs may be placed in the C-2 Central Business District subject to the following limitations:

- a. Number of Signs Allowed. The number of signs shall be limited to one (1) per building exposure per business.
- b. Design. Design of such signs shall be in accordance with standards adopted by the Landmarks Commission to be maintained on file with the Community Development Department..
- c. Materials. Signs shall be constructed of wood or other durable material and be designed so as to be stable under wind loads.
- d. Location and Removal.
 1. Signs shall be located within twenty (20) feet of the building exposure whose business name, goods, or services are being offered.
 2. Such signs may be placed in the first three (3) feet adjacent to the building or the first three (3) feet adjacent to the curb. Signage shall not obstruct the ingress/egress of parked vehicles. A minimum of four (4) feet of sidewalk shall remain open to and be easily accessible for pedestrian traffic.
 3. All signs must be removed from the public right-of-way after the conclusion of business hours each day and are allowed only from 5:00 a.m. to 10:00 p.m.
- e. General Condition of Signs. Any signs which have become deteriorated due to lapse of time, weather, or other reason may be ordered to be removed by the Zoning Administrator and/or designee according to the process outlined in Sec. 13-1-70(a).
- f. Permits. Sign permits are required.

SECTION 3: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____ day of July, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

Zoning District	Sign Type Permitted	Restrictions (see Sec. 13-1-67)	Allowable Sign Area per Building Exposure	Min & Max Sign Area/ Business*	Maximum #	Maximum Height	Setback
A-1, R-1, R-2, R2-A (2 unit only)	wall (for general home occupations only)	no illumination	2 sq. ft./sign	NA	1/unit	below 2nd floor windows or 20', whichever is less	NA
R-2A (3+ units), R-3, R-4	monument	external illumination only	32 sq. ft./sign face, not to exceed 64 sq. ft./sign	NA	1/street frontage; see Sec. 13-1-65(f) for corner lots	10'	2'
Special Use: A-1, R-1, R-2, R-2A, R-3, R-4	wall	external illumination only	1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 50 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	monument	external illumination only	32 sq. ft./sign face, not to exceed 64 sq. ft./sign		1/street frontage; see Sec. 13-1-65(f) for corner lots	10'	10'
C-1, I-1, I-2	wall		1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 300 sq. ft.	allowable sign area may be applied per building exposure	top of wall	NA
	monument		1 sq. ft./sign face for each linear ft. of the building exposure, not to exceed 200 sq. ft.	not to exceed 75 sq. ft./sign face for 1st business, 50 sq. ft./sign face for each business thereafter	1/street frontage; see Sec. 13-1-65(f) for corner lots	monument: 16'	2'
	sidewalk	See Sec. 13-1-67	8 sq. ft./sign face, 16 sq. ft./sign	NA	1/business	6'	See Sec. 13-1-67
C-1, I-1, I-2 along STH 441 frontage	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA
	wall		1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 500 sq. ft.	1/business on building exposure facing STH 441 only	top of wall	NA
	monument		1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 200 sq. ft.	not to exceed 100 sq. ft./sign face	1/lot facing STH 441 only	16'	2'

Zoning District	Type Permitted	Restrictions (See Sec. 13-1-67)	Allowable Sign Area per Building Exposure	Min & Max Sign Area per Business*	Maximum #	Maximum Height	Setback
C-2	wall , including awning, canopy, and marquee signs	external illumination only	1 sq. ft. for each linear ft. of the building exposure	at least 10 sq. ft., not to exceed 50 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA
	monument	external illumination only	1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 50 sq. ft.	NA	1/street frontage, see Sec. 13-1-65(f) for corner lots	10'	2'
	sidewalk	see Sec. 13-1-67	8 sq. ft./sign face, 16 sq. ft./sign	NA	1/business	6'	see Sec. 13-1-67
C-3, C-4	wall	for retail uses, the C-1 standards for wall signs shall apply	1 sq. ft. for each linear ft. of the building exposure	at least 20 sq. ft., not to exceed 75 sq. ft.	allowable sign area may be applied per building exposure	below 2nd floor windows or 20', whichever is less	NA
	monument	for retail uses, the C-1 standards for monument signs shall apply	1 sq. ft./sign face for each linear ft. of the building exposure; not to exceed 100 sq. ft.	not to exceed 50 sq. ft./sign face for 1st business, 25 sq. ft./sign face for each business thereafter	1/street frontage, see Sec. 13-1-65(f) for corner lots	16'	2 ft
	projecting	external illumination only	25 sq. ft./sign face, not to exceed 50 sq. ft./sign	NA	1/business	below 2nd floor windows or 20', whichever is less	NA

* The aggregate maximum sign area per business may not exceed the allowable sign area per building exposure. In order to accommodate businesses with very narrow building exposures, a minimum sign area per business is granted for certain types of signs. A sign smaller than the minimum may be erected subject to the requirements of this ordinance.

SUBSTITUTE AMENDMENT #2 TO ORDINANCE O-12-07

AN ORDINANCE RELATING TO SIGNS

Introduced by Ald. Merkes.

The Common Council of the City of Menasha does ordain as follows:

SECTION 1: SEC.13-1-66(a) is repealed and recreated to read as follows:

SECTION 2: Section 13-1-67(e) is repealed and recreated to read as follows:

(e) Sidewalk Signs.

(1) *Sidewalk Signs in the C-1 General Commercial District.* Portable signs may be placed in the C-1 General Commercial District subject to the following limitations:

a. Number of Signs Allowed.

1. The number of signs shall be limited to one (1) per building exposure per business *with direct street and/or public area entry. Multi-tenant buildings are allowed a total of three portable signs per street and/or public area entry. No business shall be displayed on more than one sandwich board sign per street or public area entry.*
2. *When a sidewalk sign is in use for a business, no other temporary signage on the property may be in use for said business.*
3. *Sidewalk signs are not permitted on parcels with electronic message centers.*

b. Design.

1. Signs shall be a sandwich board type ("A-frame") with multiple (minimum of 2) or one continuous hinge across the top.
2. Signs must be portable.
3. *Signs shall not exceed a width of two and one-half feet.*
4. Removable signage panels on thin sign board material such as; aluminum, Centrex, or other quality sign grade material, shall be attached to the sign frame with screws or through the use of slide rails – no Velcro, staples, or double-sided tape. *Cardboard or paper as sign materials shall not be permitted.*
5. Interchangeable letters or letter copy on rails are discouraged.
6. Sidewalk signs shall not be illuminated, animated, have moving parts, or electrically powered in any way.
7. *Windblown devices such as balloons, banners, or other similar items shall not be attached or otherwise made part of the sidewalk sign.*
8. Signs shall contain a device such as a chain, rope, or cable to prevent the sign panels from spreading.
9. Signs shall not have more than two (2) sign faces.
10. *Portable signs shall be free standing, internally weighted and shall not be anchored or affixed to any sidewalk, light pole, sign, traffic signal, bench, newspaper vending box, planting structure or similar structure or appurtenances. The signs shall be placed at sidewalk grade level and shall not be placed on planters, walls, curbs or any similar structure.*

c. Materials

1. Signs shall be constructed using quality exterior sign board materials, wood or other durable material.
2. *All wood and metal shall be painted or stained.*
3. *All signs shall be professionally printed or painted, changeable copy that is hand lettered shall comprise no more than 50% of the sign face.*

d. Location and Removal

1. Placement is allowed on landscaped areas in front of the business, between building frontage and sidewalk *or in terrace space of the right-of-way when the terrace is larger than forty-eight (48) inches.*
2. All signs must be removed after the conclusion of business hours each day and are allowed only from 5:00 a.m. to 10:00 p.m.
3. Signage shall not obstruct the ingress/egress of parked vehicles.
4. Signs placed near points of ingress/egress will be subject to vision control review.
5. *When multiple signs are placed on one parcel, signs shall have a minimum clear spacing of twenty-five (25) feet between signs.*
6. *Portable signs shall not be anchored or affixed to any sidewalk, light pole, sign, traffic signal, bench, newspaper vending box, planting structure or other similar structure or appurtenances. The signs shall be placed at sidewalk grade level and shall not be placed on planters, wall, curbs or any similar structure.*

e. General Condition of Signs

1. To keep signs legible and functional, all sidewalk signs shall be maintained and kept free of peeling or fading paint or vinyl.
2. Any signs which have become deteriorated due to lapse of time, weather, or other reason may be ordered to be removed by the Zoning Administrator and/or designee according to the process outlined in Sec. 13-1-70(a).

f. Permits

1. A permit shall be issued annually for the placement of sandwich board signs and a permit fee as determined by the Common Council shall be required.

(2) *Sidewalk Signs in the C-2 Central Business District.* Portable signs may be placed in the C-2 Central Business District subject to the following limitations:

a. Number of Signs Allowed.

1. The number of signs shall be limited to one (1) per building exposure per business *with direct street and/or public area entry. Multi-tenant buildings are allowed a total of three portable signs per street and/or public area entry. No business shall be displayed on more than one sandwich board sign per street or public area entry.*
2. *When a sidewalk sign is in use for a business, no other temporary signage on the property may be in use for said business.*

b. Design.

1. Design of such signs in the C-2 district *shall be subject to approval of the Landmarks Commission.*
2. *Signs shall be a sandwich board type ("A-frame") with multiple (minimum of 2) or one continuous hinge across the top.*
3. *Signs must be portable.*
4. *Signs shall not exceed a width of two and one-half feet.*
5. *Removable signage panels on thin sign board material such as; aluminum, Centrex, or other quality sign grade material, shall be attached to the sign frame with screws or through the use of slide*

rails – no Velcro, staples, or double-sided tape. Cardboard or paper as sign materials shall not be permitted.

- 6. Interchangeable letters or letter copy on rails are discouraged.*
- 7. Sidewalk signs shall not be illuminated, animated, have moving parts, or electrically powered in any way.*
- 8. Windblown devices such as balloons, banners, or other similar items shall not be attached or otherwise made part of the sidewalk sign.*
- 9. Signs shall contain a device such as a chain, rope, or cable to prevent the sign panels from spreading.*
- 10. Signs shall not have more than two (2) sign faces.*
- 11. Portable signs shall be free standing, internally weighted and shall not be anchored or affixed to any sidewalk, light pole, sign, traffic signal, bench, newspaper vending box, planting structure or similar structure or appurtenances. The signs shall be placed at sidewalk grade level and shall not be placed on planters, walls, curbs or any similar structure.*

c. Materials.

- 1. Sign materials in the C-2 district shall be subject to approval of the Landmarks Commission.*
- 2. Signs shall be constructed using quality exterior sign board materials, wood or other durable material.*
- 3. All wood and metal shall be painted or stained.*
- 4. All signs shall be professionally printed or painted, changeable copy that is hand lettered shall comprise no more than 50% of the sign face.*

d. Location and Removal.

- 1. Signs shall be located within twenty (20) feet of the building exposure whose business name, goods, or services are being offered.*
- 2. Such signs may be placed in the first four (4) feet adjacent to the building or the first 4 (4) feet adjacent to the curb. Signage shall not obstruct the ingress/egress of parked vehicles. A minimum of four (4) feet of sidewalk shall remain open between the sign and any other impediment to pedestrian movement.*
- 3. All signs must be removed from the public right-of-way after the conclusion of business hours each day and are allowed only from 5:00 a.m. to 10:00 p.m.*
- 4. When multiple signs are placed on one parcel, signs shall have a minimum clear spacing of twenty-five (25) feet between signs.*
- 5. Portable signs shall not be anchored or affixed to any sidewalk, light pole, sign, traffic signal, bench, newspaper vending box, planting structure or other similar structure or appurtenances. The signs shall be placed at sidewalk grade level and shall not be placed on planters, wall, curbs or any similar structure.*

e. General Condition of Signs.

- 1. To keep signs legible and functional, all sidewalk signs shall be maintained and kept free of peeling or fading paint or vinyl.*
- 2. Any signs which have become deteriorated due to lapse of time, weather, or other reason may be ordered to be removed by the*

Zoning Administrator and/or designee according to the process outlined in Sec. 13-1-70(a).

f. Permits.

1. A permit shall be issued annually for the placement of sidewalk signs and a permit fee as determined by the Common Council shall be required.

SECTION 3: Section 13-1-70 (2) is repealed and recreated to read as follows:

- (2) The notice shall describe the violation or required action and allow the following time period for removal, repair, or completion of the required action:
 - a. Five (5) days for violations of portable or temporary sign requirements;
 - b. Fifteen (15) days for failure to secure a sign permit and repair or removal of unsafe signs;
 - c. Thirty (30) days for all other violations, required actions, or permit revocations.

SECTION 4: This ordinance shall become effective upon its passage and publication as provided by law.

Passed and approved this _____th day of July, 2007.

Joseph F. Laux, Mayor

ATTEST:

Deborah A. Galeazzi, City Clerk

RESOLUTION
R – 15 – 07

A RESOLUTION CREATING TAX INCREMENTAL DISTRICT NO. 11 IN THE CITY OF
MENASHA, WISCONSIN.

Introduced by Mayor Laux.

WHEREAS, Section 66.1105 of the Wisconsin Statutes provides the authority and procedure for creating Tax Incremental Districts for the purpose of financing certain public improvements; and,

WHEREAS, A PUBLIC HEARING HAS BEEN HELD, AFTER NOTICES REQUIRED BY LAW, all pursuant to Wisconsin Statutes Section 66.1105(4)(a) and 66.1105 (4)(c) regarding the establishment of a Tax Incremental District in the City of Menasha; and,

WHEREAS, the City convened a Joint Review Board to review the proposed District; and,

WHEREAS, the Planning Commission has submitted to the Common Council its proposed recommendation of boundaries and a project plan for the creation of the Tax Incremental District No. 11.

NOW THEREFORE, BE IT RESOLVED that the City of Menasha, Wisconsin:

1. Deems the creation of the Tax Incremental District to be in the public interest and for a proper public purpose.
2. Accepts and adopts the district boundaries which are part of the TID #11 Project Plan attached hereto as Exhibit A. Such boundaries include only whole units of property; and not more than 25 percent of the area of the district is vacant as defined by Section 66.1105(4)(gm)(1).
3. Resolved that January 1, 2007, be and is the date of creation of said Tax Incrementation District No. 11, City of Menasha, Wisconsin.
4. Declares that the district is a blighted area district.
5. Finds and determines that:
 - a. The project plan for TID #11 is feasible and is in conformance with the master plan of the city;
 - b. Not less than 50 percent, by area, of the real property within the district hereby created is a blighted area as pursuant to Section 66.1105(4)(gm)(4)(a);

- c. The improvements of the area are likely to enhance significantly the value of substantially all of the other real property in the district;
- d. The project costs relate directly to eliminating blight and directly serve to rehabilitate the area, consistent with the purpose of which the district is created;
- e. The equalized value of the taxable property of the district plus the value increment of all existing districts does not exceed twelve percent of the total equalized value of taxable property within the City of Menasha.

Passed and approved this _____ day of July, 2007.

Joseph F. Laux, Mayor

Attest:

Deborah Galeazzi, City Clerk

DRAFT

City of Menasha Tax Increment District #11 Project Plan

June, 2007

INTRODUCTION

Wisconsin's Tax Incremental Financing law provides a mechanism that enables cities and villages to rehabilitate blighted areas, improve business areas, and/or develop industrial sites. The intent is to defray the cost of improvements in a designated Tax Incremental District (TID) by using tax revenues or increments generated from new development to pay for project improvements in the district.

Under tax incremental financing, the tax increment generated from private investment in a TID is applied entirely to the retirement of debt incurred by the municipality in order to make the area attractive to investment or reinvestment. When the cost of improvements has been recovered and the debt service attributable to the district retired, the TID is dissolved and all taxing jurisdictions benefit on the same shared basis as before the creation of the TID. If the TID has been successful, each of the taxing jurisdictions will enjoy the benefit of increased property taxes generated by the new development that came about as a direct result of the creation of the TID.

Tax incremental financing provides benefits to all taxing entities, city, county, public schools, and technical college, by promoting development of new taxable value which otherwise would not occur. It provides a tool for municipalities to invest in projects using local financing sources to meet identified needs and fill legitimate public purpose roles. The law also recognizes that since municipalities do not share the investment risk with other tax entities, they are entitled within a prescribed period of time to receive all new tax revenues of the TID as the source of paying off all public investment costs. All other taxing entities continue to receive taxes on the value of the property as of the date of creation and will also receive benefits in the future from the increased tax base generated as a result of the city's investment in the TID.

PURPOSE

The City of Menasha is proposing the creation of Tax Incremental District #11 (TID #11) as a means to facilitate the continuing redevelopment of Menasha's waterfront, downtown, and near downtown business districts. Improvements will consist of the redevelopment of property in the Ahnaip Street corridor. Phase I of the project involves the provision of development assistance for the demolition of the former Gilbert Paper Mill, construction of a new office building, renovation of an existing office building and renovation of an existing warehouse. Phase II involves the installation of infrastructure to support redevelopment of the remainder of the site and the construction of public open space and recreational amenities. Phase II may include the demolition of dilapidated industrial buildings on the north side of the Menasha Channel and the development of a Whitewater park as site enhancement and recreational amenity. TID #11 will create a favorable environment for reinvestment, enabling the renovation replacement of functionally obsolete and physically deteriorating structures. The improvements are likely to significantly enhance the value of all real property in the district and adjacent areas. Project costs are directly related to eliminating blight and will serve to rehabilitate the area encompassed by the district, stabilizing the adjoining residential neighborhood, and enhance prospects for further revitalization to the downtown.

NAME OF THE DISTRICT

The district shall be known as "Tax Increment District #11 (TID #11), City of Menasha".

CREATION DATE

TID #11 shall be established as of January 1, 2007. The value of taxable properties within the district as of this date shall be used as the base value and for the purpose of calculating any subsequent tax increment that may accrue from changes in the tax base of the district.

DISTRICT BOUNDARIES

The area encompassed by TID #11 is depicted in Map 1. The portion of the district designated as the "Project Areas" includes Office Site #1, the existing warehouse, the existing office building, the public area adjacent to the Menasha Channel, and the balance of the redevelopment site.

PROPERTY CONDITIONS AND STATEMENT OF FINDINGS

Wisconsin Statute 66.1105(4)(gm)(4)(a) provides that certain conditions must be present within the proposed district and that the city must find that these conditions are present for the area to be eligible for creating a tax increment district. The conditions of properties within TID #11 were inventoried in June of 2007 and are shown in Maps 2 and 3. The findings related to these conditions are as follows:

Conditions Related to Blight

Not less than 50 percent of the real property within TID #11 is "blighted" within the meaning of Wisconsin Statute 66.1105(2)(a)(1)(a). Areas designated as blighted are shown in Map 4. These properties occupy a total of 14.33 acres (exclusion of water area), which equates to 89 percent of the 16.14 acres contained within TID #11.

Vacant Properties

There are several vacant properties within the district. Parcels standing vacant for an entire 7-year period preceding creation of TID #11 constitute less than 25 percent of the area within the district.

Aggregate Value of Properties within Tax Increment Districts

The equalized value of taxable property within TID #11 plus the value increment of all other existing districts does not exceed 12 percent of the total equalized value of taxable property within the city. The assessed value of taxable property within the district is \$276,100 (\$277,359 equalized value). The equalized value of taxable value within the district (\$277,359) plus the value increment of all existing districts (\$44,223,350) is \$44,500,709. The equalized value of all taxable property within the city is \$958,020,000. The values cited above are for January 1, 2006, the most recent data currently available. The equalized value of taxable property within TID #11 plus the value increment of all other existing districts is 4.65 percent of the total equalized value of taxable property within the city.

TID #11

Map #1

Boundary and Project Areas



Proposed TID #11 Boundary



Phase I Project Boundaries



A Warehouse Renovation



B Office Redevelopment



C Office Renovation



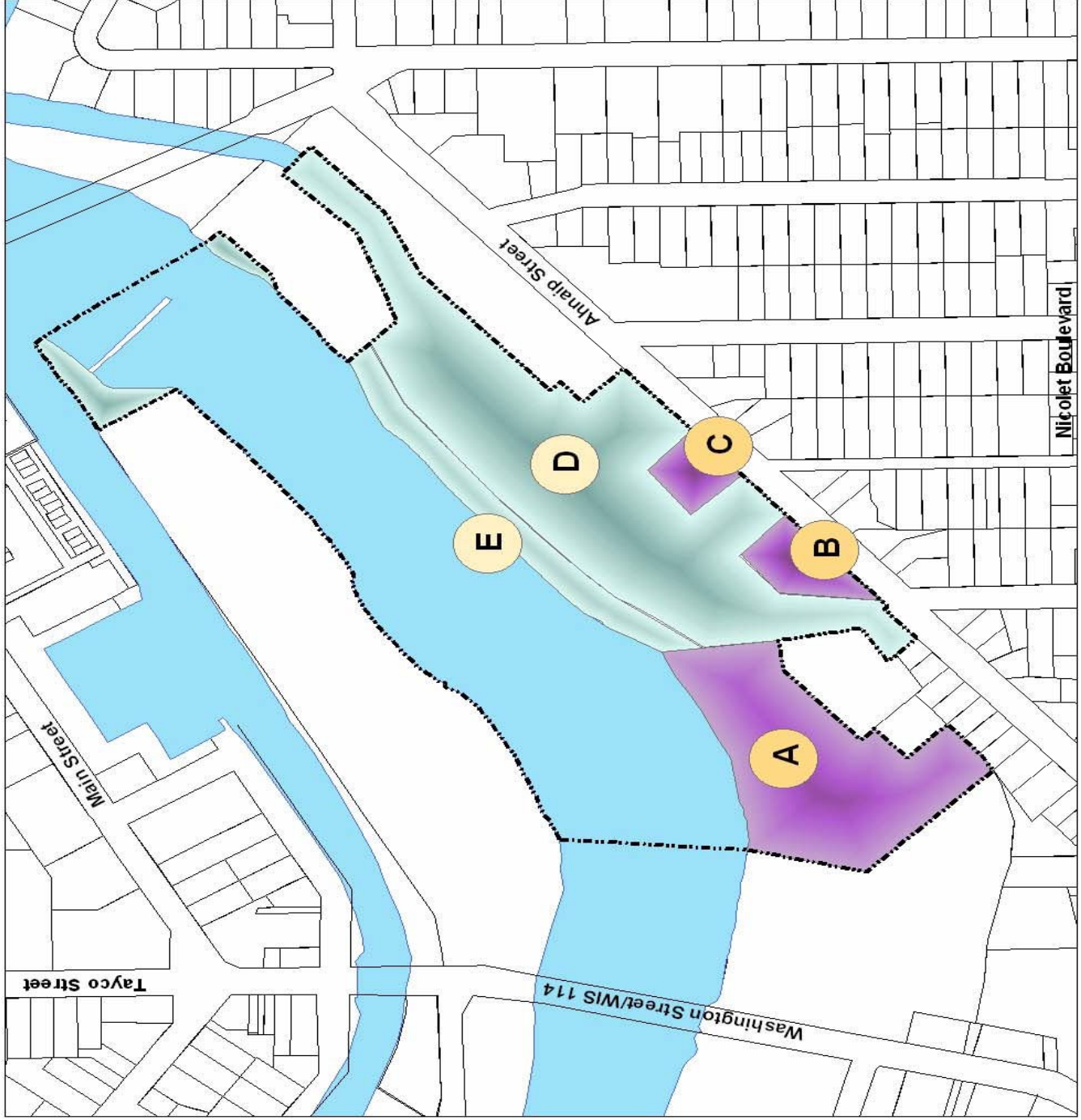
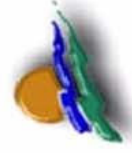
Phase II Project Boundaries



D Site Clearance &
Future Redevelopment



E Site Clearance &
Public Recreation/Open Space



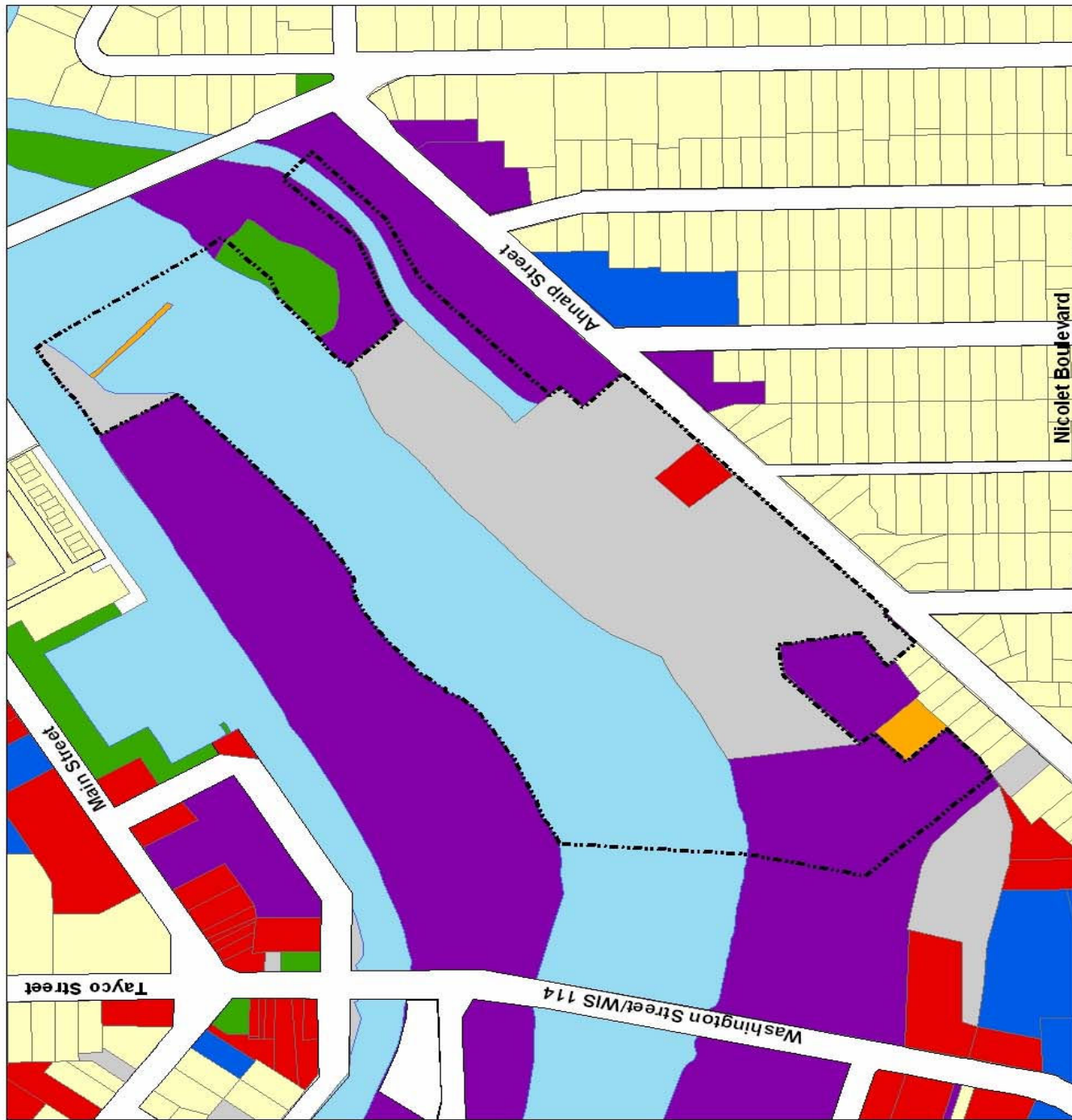
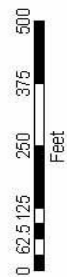
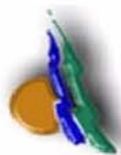
TID #11

Map #2
Existing Land Use

Proposed TID #11 Boundary



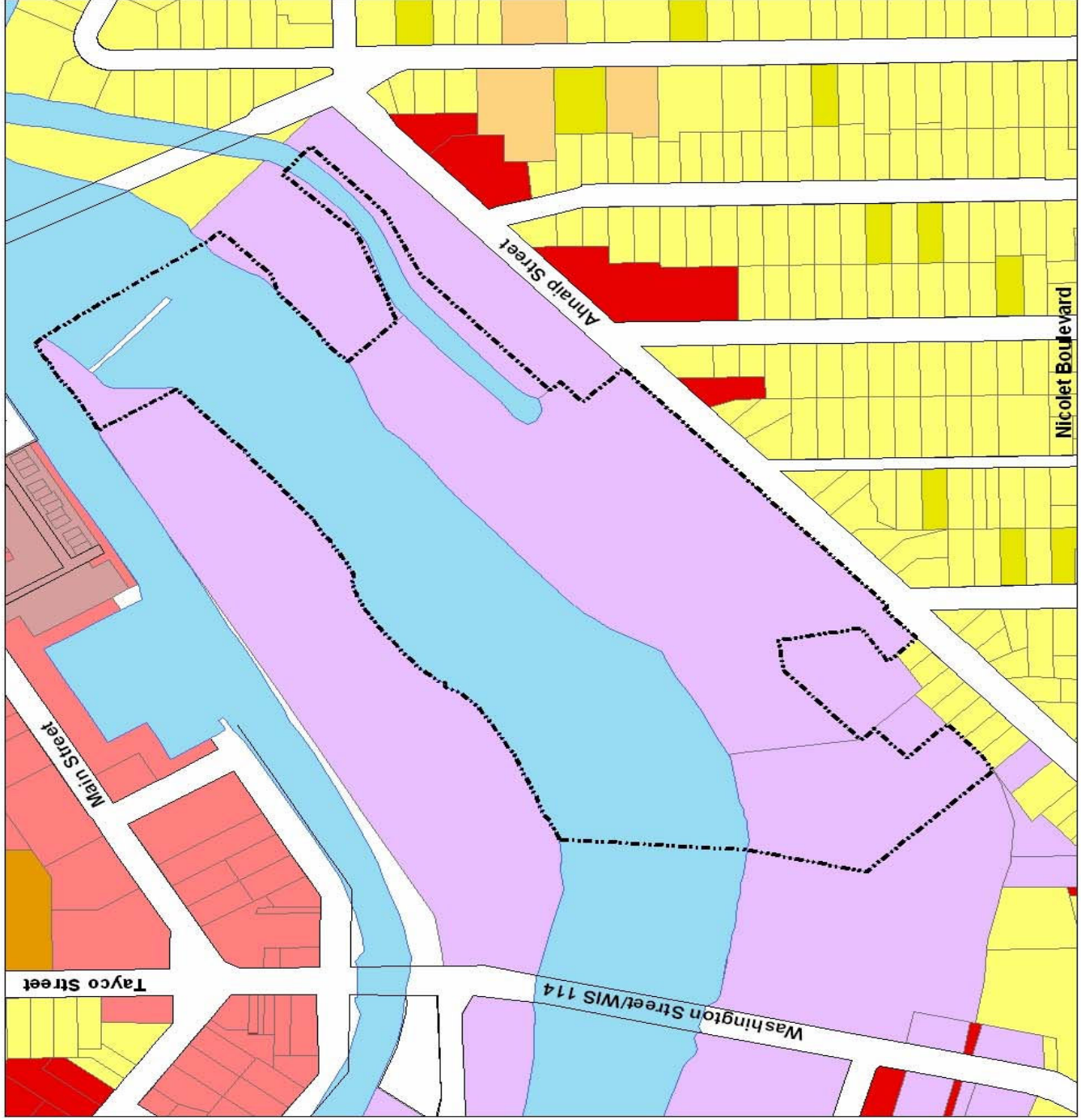
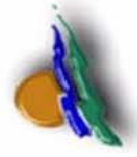
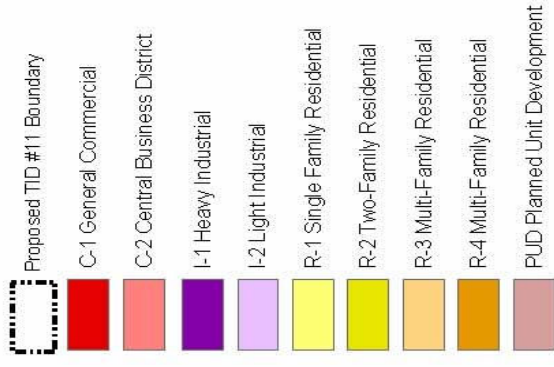
- Vacant
- Commercial
- Industrial
- Public / Institutional
- Recreational/Open Space
- Residential
- Transportation
- Utilities



TID #11

Map #3

Existing Zoning



TID #11

Map #4

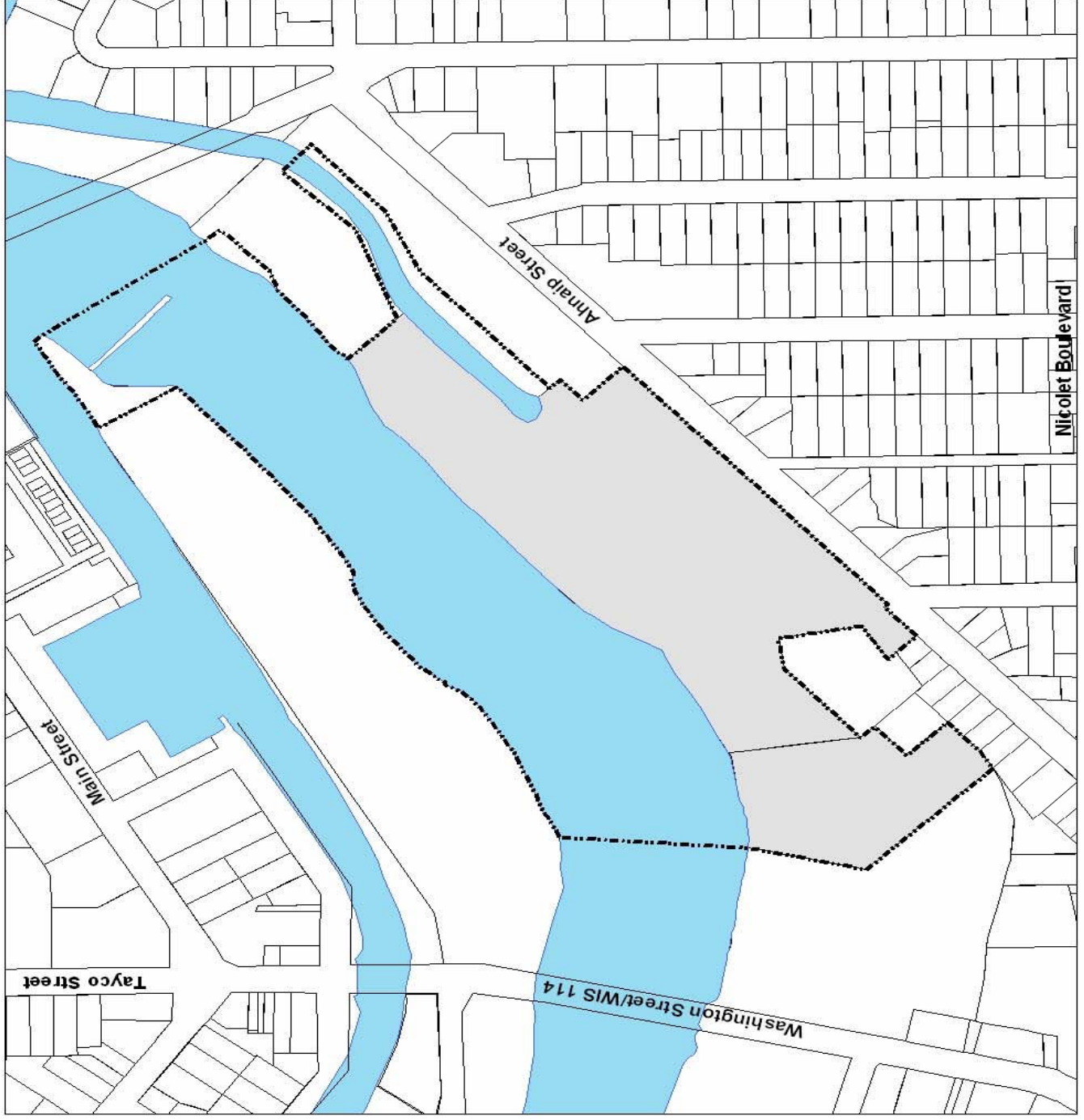
Condition of Real Property



Proposed TID #11 Boundary



Areas Designated as Blighted



PROPOSED IMPROVEMENTS, PROJECT COSTS, AND TIMETABLE

The predominance of obsolete, dilapidated, and deteriorating structures and the presence of property where buildings have been demolished constitute a “blighted area” within the meaning of Wisconsin Statute 66.1105(2)(a). The proposed improvements will eliminate the blight conditions foster new investment, create new commercial opportunities and bring additional investment into the Ahnaip Street corridor, the downtown and near downtown areas. Changes and improvements in Project Area I are projected to commence in 2007, with the construction of the new office building and the renovation of the existing warehouse and office buildings to be completed in 2008. The demolition of the former Gilbert Paper Mill will also be initiated in 2007. Phase II is expected to be initiated upon completion of the demolition of the former paper mill. The timetable for the demolition of the mill has not been formalized and is in part dependent on planning outcomes for the whitewater park and pending reapplication for Brownfield Grant funds to assist with demolition costs. A mid-2009 target has been established for the completion of demolition work.

Phase II projects are expected to include shoreline recreational improvements which may include some bike/pedestrian paths, lighting, landscaping, benches, fishing piers and restructuring of the shoreline for improved fish habitat, littoral zone habitat and aesthetics. Also being contemplated is the construction of a whitewater park.

Utilities and Infrastructure

The extension of streets and utilities will be required for Phase II of the development. The projected cost of these improvements are listed in Table 1.

Pre-development Costs

Pre-development costs include the cost for preparing the master development plan for the site, costs incurred for preparing grant proposals, project planning and coordination, environmental assessments, and architectural, engineering and design work, survey and platting costs, and the costs for legal work. These costs have been incurred by both the city and the developer.

Redevelopment Assistance

Funds may be made available to project developers to assist with environmental remediation, demolition and site clearance, land preparation, building renovation and construction, street and utility extension, the construction of parking facilities, architectural, engineering, survey and other direct and indirect costs associated with project development. It is expected that any such costs will be financed by the developer. TIF increment may be provided to the developer under such terms and conditions as may be established under a development agreement between the City of Menasha and project developers.

Land Acquisition, Demolition, Renovation, Redevelopment Contingencies

Land Acquisition

The redevelopment site is currently controlled by the owners/developer. No land acquisition is required for the commercial development of the site. It is however contemplated that the shoreland area (a strip of land extending landward approximately 90' from the south bank of the Menasha Channel running along the channel from the east property boundary approximately 1000' to the west). Also contemplated is the acquisition of the power canal owned by Sonoco (parcel #3-550-00) in conjunction with

the development of the whitewater park. The transfer of the shoreline area from the current owner to the city is expected to be as a contribution to the shoreline development.

Demolition and Environmental Remediation

Demolition of the former paper mill is expected to commence in conjunction with the initiation of Phase I development. Demolition costs are shown in Table 1. These costs will be borne by the developer and any grant funds that may be secured by the City of Menasha.

Renovation

Substantial renovation work will occur on the site. The existing warehouse facilities will be renovated to perform their original function. A local paper manufacture will be occupying these facilities. The existing office building at 430 Anhaip Street will likewise be renovated. The proposed renovation of the lower level of this building will result in the creation of an additional 7,000 square feet of office space. The Boiler House structure is being evaluated for potential future uses and may be renovated if found to be economically feasible.

Redevelopment

Phase I of the project includes the redevelopment of that portion of the site immediately west of the duck pond. The planned development on this site is a 14,000 square foot office building. The ultimate build out of Phase II of the project is expected to result in the creation of 168,000 square feet of occupied area over the life of the overall project.

Shoreline Development and Recreational Amenities

Creation of public recreational opportunities and aesthetic enhancements are a centerpiece of the overall project and one key to the success of marketing the site. Substantial investments in these improvements are contemplated. These improvements are expected to be implemented over the course of several years, with the timetable being driven by funds that may become available through grants, donations, in kind contributions and TIF increments. The projected costs for these improvements are shown in Table 1.

Relocation Assistance

There is no displacement of persons or businesses anticipated in this project, therefore there is no need to include relocation costs in this project.

Improvements Outside of District Boundaries

Expenditures are anticipated for incidental improvements that may be located outside of the project area. These improvements may include enhancements to the Ahnaip Street corridor, shoreline and Menasha Channel. The improvements may include signage and landscape/streetscape enhancements, shoreline cleanup/restoration including the removal of vacant, dilapidated structures on the north bank of the channel and the creation of public amenities or otherwise support the development needs of the district.

Planning, Implementation, Administration

Expectations for planning, design development, and engineering of improvements within the project areas are anticipated. Funds are also expected to be needed to cover marketing and administrative costs.

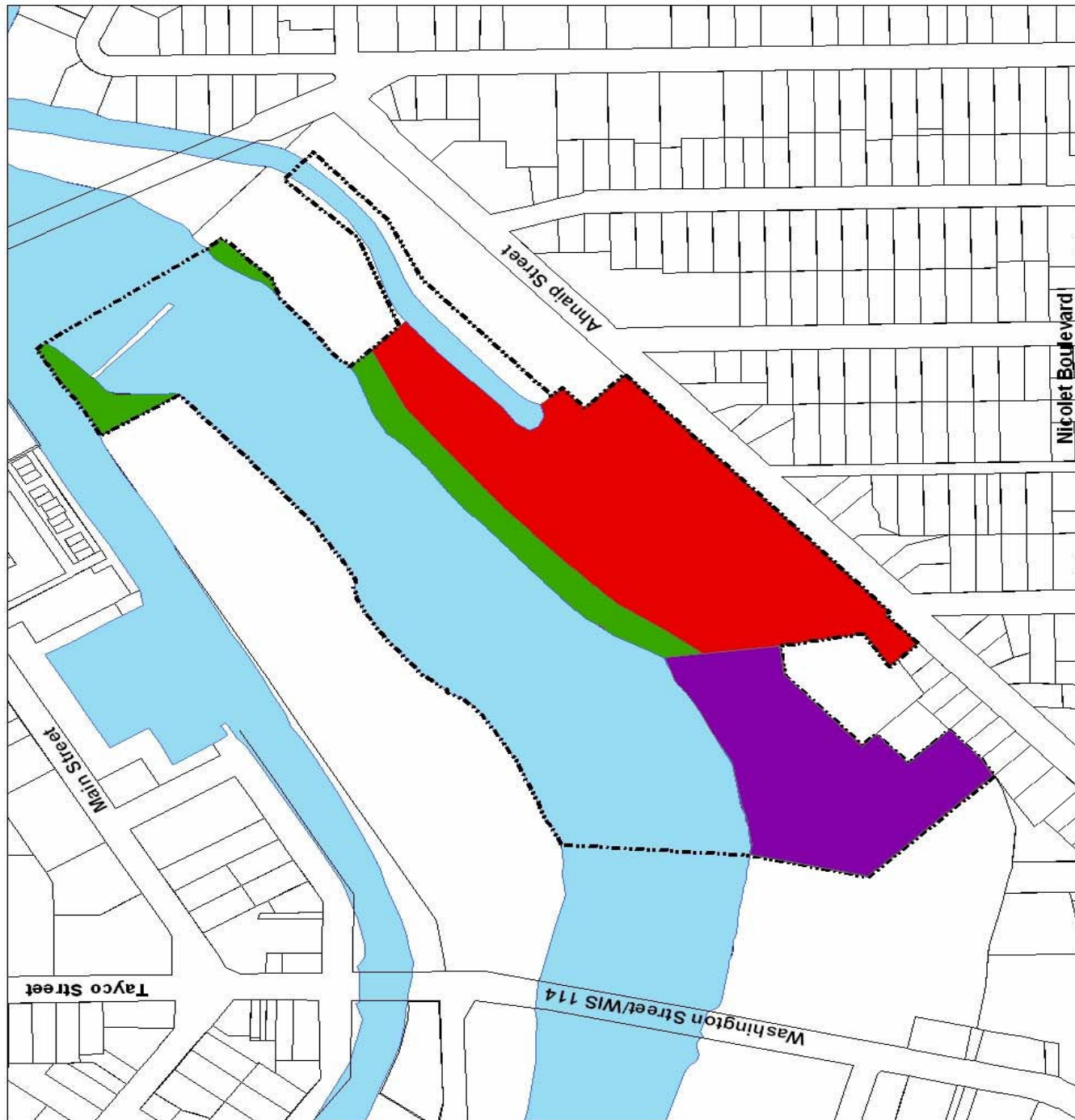
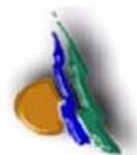
Non-Project Costs

There are no estimated non-project related costs associated with the implementation of TID #11.

TID #11












Map #5
Proposed Land Use

- Proposed TID #11 Boundary
- Recreational/Open Space
- Commercial
- Industrial



TID #11

Map #6 Proposed Zoning

-  Proposed TID #11 Boundary
-  C-1 General Commercial
-  C-2 Central Business District
-  I-1 Heavy Industrial
-  I-2 Light Industrial
-  R-1 Single Family Residential
-  R-2 Two-Family Residential
-  R-3 Multi-Family Residential
-  R-4 Multi-Family Residential
-  PUD Planned Unit Development
-  GU Government Use

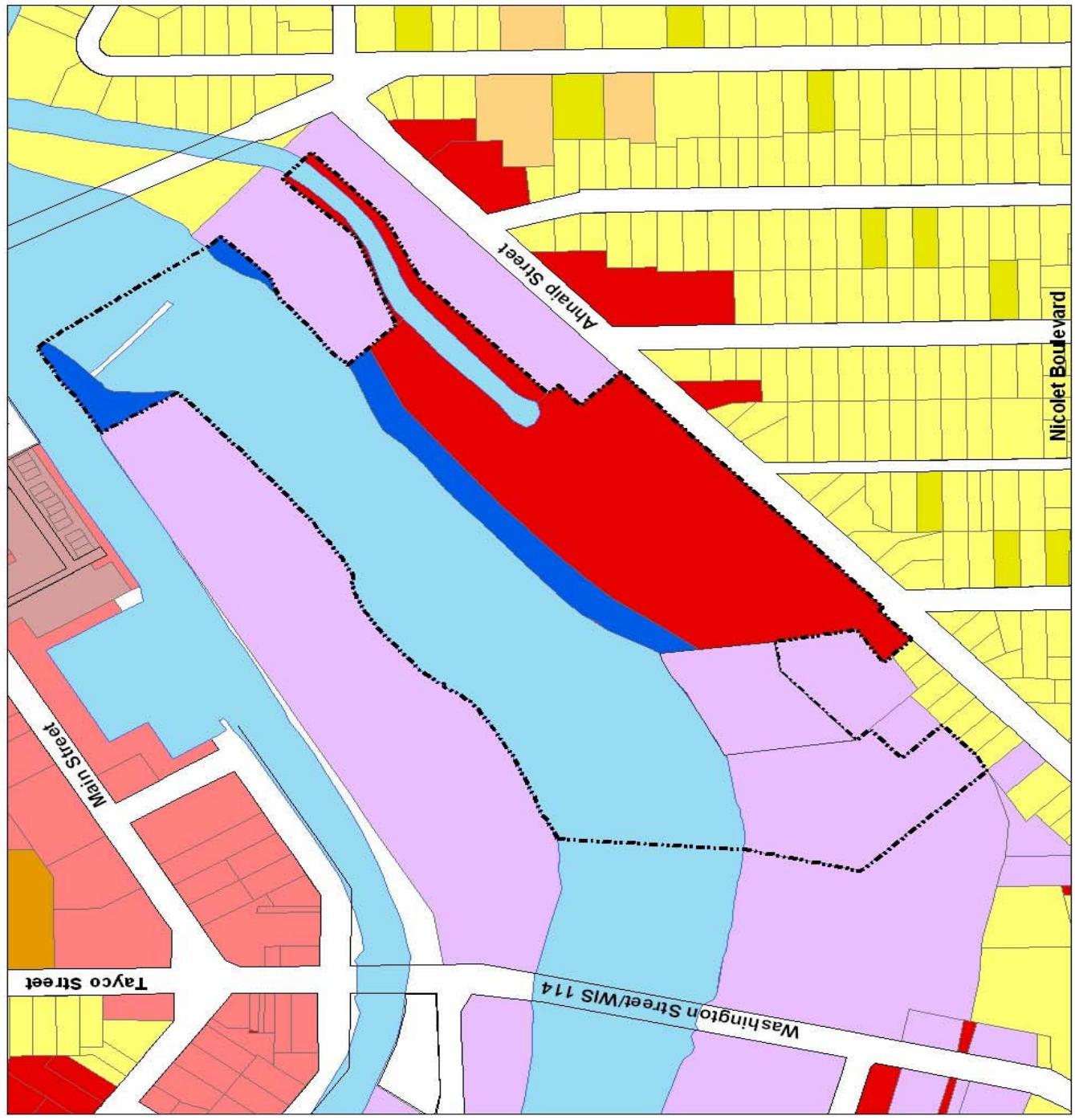
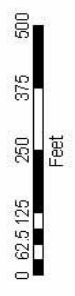
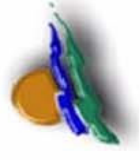


Table 1

TID #11 Project Expenses

Infrastructure

Water – existing facilities – incidental costs only	\$ 15,000
Sanitary Sewer – existing facilities – incidental costs only	\$ 15,000
Street Construction	\$ 48,000
Paving (temporary & final)	\$ 78,000
Curb & Gutter	\$ 43,000
Storm Sewer & Inlets	\$ 37,000
Stormwater Management	\$ 30,000
Design/Engineering	\$ 30,000
Contingencies	<u>\$ 30,000</u>
Infrastructure Total:	\$ 326,000

Public Recreational Opportunities and Aesthetic Enhancements

Shoreline Naturalization and Fishing Enhancements	\$ 350,000
Pedestrian Access, Fishing Piers, Landscape and Pedestrian Amenities	\$ 300,000
Whitewater Park	\$1,400,000

Site Clearance and Environmental Remediation

Site Evaluation	\$ 25,000
Asbestos Abatement	\$ 100,000
Demolition	\$ 400,000
Site Restoration	\$ 100,000
Remediation of Contaminants in Capped Areas	Unknown

Development Assistance

	\$ 280,000
	<u>\$ 675,000</u>
Development Assistance Total	\$ 955,000

RELOCATION

Since federal funds are not involved, the requirements of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act do not apply to this project. Relocation requirements under Chapter 32 or COMM 202 are not anticipated use of eminent domain is not being contemplated and the TID #11 project plan do not meet the definition of a public project under revised administrative rule COMM 202.

RELATIONSHIP TO MASTER PLAN, ZONING, AND BUILDING CODES

The City of Menasha Downtown Redevelopment Plan adopted in 1984 and updated with the Menasha Marina District Vision Plan in 1996 call for continued redevelopment of Menasha's downtown and waterfront areas. The Riverfront Redevelopment Concept Plan prepared in 2006 by East Central Wisconsin Regional Planning Commission identified specific development and recreational opportunities whose benefits will be realized with the implementation of the TID #11 project plan. Since the 1984 plan was adopted there has been significant redevelopment work in these areas. The Menasha Marina, constructed in 1987, helped create a favorable environment for reinvestment in the downtown. Three major downtown office projects and the renovation of several other structures can be attributed to the planning and investment by the city and the private sector in these projects.

More recently, twelve townhouse condominiums and a 41 unit apartment building were constructed as part of the implementation of the T1D# 7 Project Plan. Additionally, a twelve unit waterfront condominium project supported by TID #8 has been completed and a TID #10-supported theater project was recently opened.

In 2000, the City of Menasha adopted a Comprehensive Housing Plan that identified a goal to "create new housing opportunities in close proximity to the downtown." As part of this goal, the city adopted a policy to "promote residential uses as part of downtown or waterfront redevelopment projects". One of the strategies listed included making "Tax Increment Financing Districts and Planned Unit Development zoning available for downtown and waterfront residential redevelopment projects." The proposed TID #11 project will provide residential development opportunities near the downtown and help support entertainment and service businesses.

The proposed public spaces and commercial development associated with TID #11 may require rezoning subject properties from the existing I-2 Industrial District.

PROMOTION OF ORDERLY DEVELOPMENT

Implementation of this project plan promotes orderly development by redeveloping of land in proximity to the central business district in keeping with the stated goals, policies, and strategies of the relevant planning documents described above.

This TIF initiative represents a partnership between the city, a private development group, and the other taxing jurisdictions and demonstrates the city's commitment to continued redevelopment of the downtown and near downtown area. Without the use of TIF, financing for this project would not be available and the improvements would not occur in Menasha. The TID process also helps to ensure comprehensive planning through the public hearing process, reviews by city staff, the Plan Commission, Common Council, and the Joint Review Board.

Warehouse Renovation, Office Redevelopment, and Office Renovation (Project Area 1)

The renovation and redevelopment of Project Area #1 will help to improve the operational capacity of a local paper mill by providing convenient access to newly renovated warehouse space, create new commercial space which will help leverage the overall redevelopment of the site. The continued renovation of the existing office building will have a similar impact. Together, these projects will increase property tax values in the district by approximately \$2 million.

Site Clearance and Future Redevelopment, Public Recreation/Open Space (Project Area 2)

Project Area 2 is currently populated by obsolete, abandoned industrial buildings. Implementation of a redevelopment plan that clears and provides a fresh footprint for redevelopment will cure the aesthetic and functional problems with the current configuration.

The development of this portion of the site is to be guided by a master plan governing streets, infrastructure, building footprints and public amenities. Depending upon market opportunities, the site could realize a future as a mixed use campus, encouraging office, retail and residential uses along with an inspired public/recreational component featuring a whitewater park.

The implementation of Project Area 2 will improve public access to waters of the state, provide public recreational opportunities, and increase property tax values in the district by approximately \$18 million.

ECONOMIC FEASIBILITY

Based upon projections, TID #11 is financially feasible. However, estimates of future taxable value suggest that increments are insufficient to support all of the potential project costs listed in Table 1. Expenditures for improvements both within and outside of the district may need to be reduced to balance revenues with expenditures. Alternatively, other resources from existing TIF districts, outside grant sources, or private investment may be required. Finally, an increase in taxable value over the projected amount will result in greater increment being generated to meet projected expenditures. All of the development assistance costs paid to private developers are wholly supported by the increment generated by TID #11.

Financial Parameters and Projection Assumptions

The base value of TID #11 is \$276,100 (\$277,359 equalized value). The base value reflects the equalized value of all real estate within the district boundaries as of January 1, 2006.

The tax rate projected for TID #11 is projected at \$25.375 per \$1,000 of equalized value for the entire life of the TID. This is the city's anticipated rate.

The collection of tax increments will commence in 2009 generated by the taxed levied on the January 1, 2008 property values. The equalized tax rate is applied to the value increment realized within the district over the January 1, 2007 base. All increments generated by the district will be applied to the repayment of TID #11 project costs.

TID #11 represents a significant departure from all previous City of Menasha TIF districts in as much as it is proposed to rely primarily upon developer financing. Phase I (warehouse

renovation, office renovation, and new office construction) project financing will be derived from developer equity and bank financing. Pursuant to the development agreements (Appendix ___ & ___) TIF increment generated by the project will be paid to the developer up to the maximum amounts reflected in the agreements. Future development agreements may be prepared and proposed for consideration to support Phase II development projects.

Table 2 illustrates the tax increment to be generated by the project based on projected improvements. Again, unlike previous TIF districts, there is no public financing included in this schedule. Future public improvements identified in the TID 11 Project Plan may be proposed for city financing. Likewise, if future conditions suggest that retiring developer financed TID debt would be advantageous to the city, a city borrowing to assume this debt load may be considered. Table 3 illustrates the developer's projections for proposed site improvements and costs.

Overall, developer financing of the TID projects alleviates the city from the debt load imposed by the project and minimizes the city's exposure to financial risk in the event of project failure.

T.I.F # 11 (TIF # 11-Gilbert-Draft 2)

Date: 06/21/07

Prepared by: City Comptroller/Treasurer

Table 2

PROJECTED

01/01 YEAR	TIF # 11 IMPROVE	TIF # 11 LOSSES	TIF # 11 NET	VAL INC	MILL RATE	01/01 TAX INC	DEBT SER	ADMIN COSTS	CUM INC
2007	\$0		\$0	\$0	\$25.375	\$0	\$0	\$0	\$0
2008	1,900,000		1,900,000	1,900,000	25.375	0	0	0	0
2009	1,750,000		3,650,000	3,650,000	25.375	48,213 E	0 E	2,411 E	45,802
2010	250,000		3,900,000	3,900,000	25.375	92,619 E	0 E	4,631 E	133,790
2011	1,050,000		4,950,000	4,950,000	25.375	98,963 E	0 E	4,948 E	227,805
2012	1,050,000		6,000,000	6,000,000	25.375	125,606 E	0 E	6,280 E	347,131
2013	1,050,000		7,050,000	7,050,000	25.375	152,250 E	0 E	7,613 E	491,768
2014	1,050,000		8,100,000	8,100,000	25.375	178,894 E	0 E	8,945 E	661,717
2015	1,050,000		9,150,000	9,150,000	25.375	205,538 E	0 E	10,277 E	856,978
2016	1,050,000		10,200,000	10,200,000	25.375	232,181 E	0 E	11,609 E	1,077,550
2017	1,050,000		11,250,000	11,250,000	25.375	258,825 E	0 E	12,941 E	1,323,434
2018	1,050,000		12,300,000	12,300,000	25.375	285,469 E	0 E	14,273 E	1,594,630
2019	1,050,000		13,350,000	13,350,000	25.375	312,113 E	0 E	15,606 E	1,891,137
2020	1,050,000		14,400,000	14,400,000	25.375	338,756 E	0 E	16,938 E	2,212,955
2021	1,050,000		15,450,000	15,450,000	25.375	365,400 E	0 E	18,270 E	2,560,085
2022	1,050,000		16,500,000	16,500,000	25.375	392,044 E	0 E	19,602 E	2,932,527
2023	1,050,000		17,550,000	17,550,000	25.375	418,688 E	0 E	20,934 E	3,330,281
2024	1,050,000		18,600,000	18,600,000	25.375	445,331 E	0 E	22,267 E	3,753,345
2025	1,050,000		19,650,000	19,650,000	25.375	471,975 E	0 E	23,599 E	4,201,721
2026			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	4,675,409
2027			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	5,149,097
2028			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	5,622,785
2029			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	6,096,473
2030			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	6,570,161
2031			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	7,043,849
2032			19,650,000	19,650,000	25.375	498,619 E	0 E	24,931 E	7,517,537
2033		(19,650,000)	0	0	25.375	498,619 E	0 E	24,931 E	7,991,225
2034			0	0	25.375	0 E	0 E	0 E	7,991,225
2035			0	0	25.375	0 E	0 E	0 E	7,991,225
2036			0	0	25.375	0 E	0 E	0 E	7,991,225
TOTAL						\$8,411,817	\$0	\$420,592	

Table 3

	Land SF	Bld FP SF	Occp SF	Est. Project Cost	Rem/SF NNN	Annual Rent	NOI (5% Vacancy)	Cap Rate	Est. Project Value	Est. TIF Investment	2008	2015	2020
Boiler House (Site 14)	46850	9500	20000	\$2,540,670	\$10.00	\$200,000	\$190,000	9.50%	\$2,000,000	\$540,670			
Site 2 (Twin 2007)	43000	6300	12000	\$1,655,120	\$11.00	\$132,000	\$125,400	9.50%	\$1,320,000	\$335,120	\$1,320,000	\$2,000,000	
Site 3	54076	12000	48000	\$6,030,500	\$12.00	\$576,000	\$547,200	9.50%	\$5,760,000	\$270,500			\$5,760,000
Site 4	37828	8000	32000	\$4,029,260	\$12.00	\$384,000	\$364,800	9.50%	\$3,840,000	\$189,260			\$3,840,000
Site 8	43364	16000	32000	\$4,056,940	\$12.00	\$384,000	\$364,800	9.50%	\$3,840,000	\$216,940		\$3,840,000	
Site 12	19284	6000	24000	\$2,976,540	\$12.00	\$288,000	\$273,600	9.50%	\$2,880,000	\$96,540		\$2,880,000	
Site 22	23223	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
	267625	57800	168000	\$21,289,030		\$2,028,000	\$1,865,800		\$19,640,000	\$1,649,030	\$1,320,000	\$8,720,000	\$9,600,000



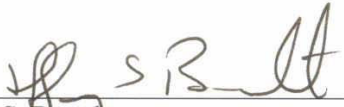


City of Menasha • Office of the City Attorney
Jeffrey S. Brandt, City Attorney

Appendix A

Attorney's Opinion

I have reviewed the Tax Incremental District #11 Project Plan and the supporting documentation for compliance with Sec. 66.1105 Wis. Stats. The project plan and boundary comply with statutory requirements. I know of no valid legal objection to the procedures nor to the Common Council's consideration of TID # 11.



Jeffrey S. Brandt
City Attorney

Plan Commission
Resolution 1-2007

RECOMMENDING APPROVAL OF THE PROJECT PLAN AND BOUNDARY OF
TAX INCREMENT DISTRICT #11
CITY OF MENASHA, WISCONSIN

WHEREAS, the City of Menasha is proposing to create Tax Increment District #11 for the purpose of eliminating the blighting influences of vacant and deteriorating buildings and to provide opportunities for reinvestment and economic development, and;

WHEREAS, it is desirable and in the best interest of the City to adopt the project plan for TID #11 to create additional development opportunities within and in proximity to TID #11, and;

WHEREAS, on May 27, 2007, the Menasha Plan Commission held a duly noticed public hearing at which interested parties were afforded a reasonable opportunity to express their views on the proposed TID #11 Project Plan and boundary,

NOW THEREFORE, BE IT RESOLVED THAT:

Section 1. Pursuant to Section 66.1105(4)(f) of the Wisconsin Statutes the Plan Commission adopts the project plan and boundary of the proposed TID #11 for the purpose of eliminating blight and promoting redevelopment and reinvestment within and outside of the district. Implementation of the plan will require expenditures relating to planning and design development, site clearance, environmental remediation, the installation of landscape, streetscape and signage enhancements, the installation of utilities and infrastructure, the provision of development assistance, site assembly, marketing and administrative costs and other related expenditures as may be necessary to achieve the objectives of the project plan.

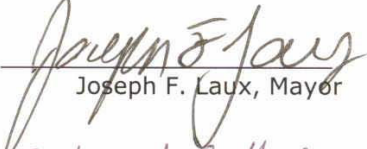
Section 2. The project plan contemplates expenditures for streets, utilities, including bike/pedestrian trails and related improvements outside of the district that are necessitated by the project plan for the district pursuant to Wis. Stat. 66.1105(2)(i) and 66.1105(2)(j).

Section 3. Such project plan expenditures are necessary to promote the development of the proposed TID #11 and adjoining lands.

Section 4. The Menasha Plan Commission finds that the project plan for TID #11 is feasible and is in conformance with the master plan for the city.

Section 5. The Menasha Plan Commission recommends Common Council approval and adoption of the Project Plan and Boundary of Tax Increment District #11.

Adopted: June 27, 2007


Joseph F. Laux, Mayor

Attest


Deborah A. Galeazzi, City Clerk